

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA REGULAR MEETING

**Tuesday, February 25, 2020
3:00 p.m.**

Leon County Courthouse
Fifth Floor, County Commission Chambers
301 South Monroe Street
Tallahassee, FL 32301



COUNTY COMMISSIONERS

Bryan Desloge, Chairman
District 4

Rick Minor, Vice Chair
District 3

Kristin Dozier
District 5

Jimbo Jackson
District 2

Mary Ann Lindley
At-Large

Nick Maddox
At-Large

Bill Proctor
District 1

Vincent S. Long
County Administrator

Herbert W.A. Thiele
County Attorney

The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Commission meeting agendas and minutes are available on the Leon County Home Page at: www.leoncountyfl.gov.

Please be advised that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose, such person may need to ensure that verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The County does not provide or prepare such record (Section 286.0105, Florida Statutes).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the ADA Coordinator by written or oral request at least 48 hours prior to the proceeding, at 850-606-5011 or Facilities Management at 850-606-5000, or 7-1-1 (TTY and Voice) via Florida Relay Service. Accommodation Request Forms are available on the website www.leoncountyfl.gov/ADA.

Board of County Commissioners

Leon County, Florida

Agenda

Regular Public Meeting

Tuesday, February 25, 2020, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation and Pledge of Allegiance by Commissioner Bill Proctor

AWARDS AND PRESENTATIONS

- Proclamation Recognizing March 1-7, 2020 as Women in Construction Week
(Commissioner Dozier)
- Presentation on the Community Health Needs Assessment
(Stephanie Derzypolski, Tallahassee Memorial Hospital)

CONSENT

1. Minutes: November 12, 2019 Board Reorganization and Regular Meeting
(Clerk of Court)
2. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
3. Request to Schedule the First and Only Public Hearing to Consider a Proposed Ordinance Amending Chapter 4, Article II of the Leon County Code of Laws Regarding Animal Control for April 14, 2020 at 6:00 p.m.
(County Administrator/ County Attorney/ Emergency Medical Services/ Animal Control)
4. Request to Schedule the First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 10, the Land Development Code, to Correct Scrivener's Errors and Inadvertent Inconsistencies, for April 14, 2020 at 6:00 p.m.
(County Administrator/ Development Support & Environmental Management)
5. Consideration to Join the Florida Hate Crime Coalition
(County Administrator/ County Administration)
6. Status Report on the Gadsden Street Sidewalk Project
(County Administrator/ Public Works)
7. Minority Women Small Business Enterprise Policy and the Proposed Revisions to County Policy No. 96-1, "Purchasing Policy"
(County Administrator/ Office of Economic Vitality/ Office of Financial Stewardship/ Purchasing)

Status Reports: *(These items are included under Consent.)*

8. Fourth Quarter 2019 Economic Dashboard Report
(County Administrator/ Office of Economic Development)
9. FY 2019 County Grant Program Leveraging Status Report
(County Administrator/ Office of Financial Services/ Office of Management & Budget)

CONSENT ITEMS PULLED FOR DISCUSSION

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

3-minute limit per speaker; there will not be any discussion by the Commission.

GENERAL BUSINESS

10. American Veterans Post 1776 Request for Funding
(County Administrator/ Human Services & Community Partnerships)
11. Status Report on City of Tallahassee Actions Taken on the Community Human Services Partnership Needs Assessment
(County Administrator/ Human Services & Community Partnerships)
12. Alternative Structures for Administration of Cultural Programming
(County Administrator/ County Administration/ Tourism)
13. Bid Award for the Meridian Road Cross Drain Improvements Project
(County Administrator/ Purchasing/ Public Works)
14. Bid Award for Mowing Services at Select Leon County Locations
(County Administrator/ Purchasing/ Public Works/ Office of Resource Stewardship)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

- none

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Capital Region Community Development District Meeting Minutes of October 10, 2019

ADJOURN

*The next regular meeting of the Board of County Commissioners is tentatively scheduled for
Tuesday, March 10, 2020 at 3:00 p.m.*

**All lobbyists appearing before the Board must pay a \$25 annual registration fee.
For registration forms and/or additional information, please contact the Board Secretary
or visit the County Clerk website at www.leoncountyfl.gov**

PUBLIC NOTICE

Leon County Board of County Commissioners 2020 Tentative Meeting Schedule

All Workshops, Meetings, and Public Hearings are subject to change.

Date	Day	Time	Meeting
January 27	Monday	9:00 a.m.	Board Retreat
January 28	Tuesday	3:00 p.m.	Regular Board Meeting
February 11	Tuesday	3:00 p.m.	Regular Board Meeting
February 25	Tuesday	1:00 p.m.	Joint Workshop Comprehensive Plan Amendments
February 25	Tuesday	3:00 p.m.	Regular Board Meeting
March 10	Tuesday	3:00 p.m.	Regular Board Meeting
April 14	Tuesday	3:00 p.m.	Regular Board Meeting
April 14	Tuesday	6:00 p.m.	Transmittal Hearing on 2020 Cycle Comprehensive Plan Amendments
April 28	Tuesday	9:00 a.m.	Budget Policy Workshop
April 28	Tuesday	3:00 p.m.	Regular Board Meeting
May 12	Tuesday	3:00 p.m.	Regular Board Meeting
May 26	Tuesday	3:00 p.m.	Regular Board Meeting
May 26	Tuesday	6:00 p.m.	Adoption Hearing on 2020 Cycle Comprehensive Plan Amendments
June 16	Tuesday	9:00 a.m.	Budget Workshop
June 16	Tuesday	3:00 p.m.	Regular Board Meeting
July 14	Tuesday	9:00 a.m.	Budget Workshop
July 14	Tuesday	3:00 p.m.	Regular Board Meeting
September 8	Tuesday	3:00 p.m.	Regular Board Meeting
September 8	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 22	Tuesday	3:00 p.m.	Regular Board Meeting
September 22	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 13	Tuesday	3:00 p.m.	Regular Board Meeting
October 27	Tuesday	3:00 p.m.	Regular Board Meeting
November 17	Tuesday	3:00 p.m.	Reorganization & Regular Board Meeting
December 8	Tuesday	3:00 p.m.	Regular Board Meeting

PUBLIC NOTICE
Leon County Board of County Commissioners
2020 Tentative Meeting Schedule

Month	Day	Time	Meeting Type
January 2020	Wednesday 1	Offices Closed	NEW YEAR'S DAY
	<i>Thursday 9 & Friday 10</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	Tuesday 14	No meeting	BOARD RECESS
	Monday 20	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 27	9:00 a.m.	Board Retreat FSU Dodd Hall, Heritage Museum
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Second & Final Public Hearing to adopt Ordinance amending Section 10-1.101, entitled "Definitions" creating a new Section 10-6.820, entitled "Solar Energy Systems"
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 7, Article II of the Leon County Code of Laws Entitled, "Additional Civil Traffic Penalty"
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 16, Article V, to Comply with Recent Florida Legislative Amendments for Wireless Technology in Rights-of-Way
	<i>Wednesday 29</i>	<i>7:30 a.m.</i>	<i>FAC Legislative Day Tallahassee, FL</i>
	Thursday 30	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
February 2020	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First of two Public Hearings to consider adoption of a proposed Ordinance creating a new Section 10-6.657 of the Land Development Code, entitled "Mining Zoning District"
		6:00 p.m.	First of two Public Hearings to consider adoption of a proposed Ordinance amending the Land Development Code of the Leon County Code of Laws to allow Urban Agriculture and Urban Equine as permitted uses
	Friday 14	9:00 – 10:30 a.m.	Community Legislative Dialogue Meeting
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 25	1:00 p.m.	Joint City/County Workshop on the 2020 Cycle Comprehensive Plan Amendments & the Development of New Comprehensive Plan
		3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	<i>Saturday 29 – Wednesday 4</i>		<i>NACO Legislative Conference Washington, D.C.</i>
March 2020	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Second and Final Public Hearing to Consider Adoption of a Proposed Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled "Mining Zoning District"

Month	Day	Time	Meeting Type	
March 2020 (cont.)	Tuesday 10	6:00 p.m.	First and Only Public Hearing to Consider a Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order	
		6:00 p.m.	First & only Public Hearing on an Ordinance updating the Capital Improvements Schedule of the Capital Improvements Element of the Comprehensive Plan	
	Thursday 12	1:00 p.m.	Blueprint Economic Development Strategic Plan Workshop	
		3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers	
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers	
April 2020	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers	
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2020 Comprehensive Plan Amendments	
		6:00 p.m.	Second and Final Public Hearing to Consider Adoption of a Proposed Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses	
		6:00 p.m.	First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled "Lake Protection Node Zoning District"	
		<u>6:00 p.m. tentative</u>	<u>First & Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 10, the Land Development Code, to Correct Scrivener's Errors and Inadvertent Inconsistencies</u>	
		<u>6:00 p.m. tentative</u>	<u>First and Only Public Hearing to Consider a Proposed Ordinance Amending Chapter 4, Article II of the Leon County Code of Laws Regarding Animal Control</u>	
		<i>Thursday 16 & Friday 17</i>	<i>Seminar 3 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
		Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		Tuesday 28	9:00 a.m.	Budget Policy Workshop County Courthouse, 5 th Floor Commission Chambers
			3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	Second and Final Public Hearing to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled "Lake Protection Node Zoning District"	
May 2020	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers	
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers	
	Thursday 21	1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop	
		3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers	
	Monday 25	Offices Closed	MEMORIAL DAY	
	Tuesday 26	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers	
	Tuesday 26	6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2020 Comprehensive Plan Amendments	

Month	Day	Time	Meeting Type
June 2020	<i>Tuesday 9 - Friday 12</i>		<i>FAC Annual Conference & Educational Exposition Orange County; Orlando, FL</i>
	Monday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 16	9:00 a.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
July 2020	Friday 3	Offices Closed	INDEPENDENCE DAY observed
	Thursday 9	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 14	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5th Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	<i>Friday 17 - Monday 20</i>		<i>NACo Annual Conference Orange County; Orlando, FL</i>
	Tuesday 28	No Meeting	BOARD RECESS
August 2020	<i>Wednesday 5 – Saturday 8</i>		<i>National Urban League Annual Conference Houston, TX</i>
	<i>Friday 14 - Sunday 16</i>		<i>Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL</i>
September 2020	Monday 7	Offices Closed	LABOR DAY
	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 20/21*
	<i>Wednesday 9 - Thursday 10</i>		<i>FAC Innovation & Policy Conference Palm Beach County; Palm Beach Gardens, FL</i>
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 17	5:00 p.m.	Blueprint Intergovernmental Agency Meeting & 6:00 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 20/21*
	Wednesday 23 – Saturday 26		<i>ICMA Annual Conference Toronto</i>
	Wednesday – Sunday TBD	<i>typically mid- September</i>	<i>Congressional Black Caucus Annual Legislative Conference – Washington D.C.</i>
<i>*These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings</i>			
October 2020	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Tuesday 20	9:00 a.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
November 2020	Wednesday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 16 TENTATIVE	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 17	3:00 p.m.	Reorganization and Regular Meeting County Courthouse, 5th Floor Commission Chambers

Month	Day	Time	Meeting Type
November 2020	Thursday 26	Offices Closed	THANKSGIVING DAY
	Friday 27	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2020	<i>Wednesday 2 - Friday 4</i>		<i>FAC Legislative Conference Duval County; Jacksonville, FL</i>
	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Thursday 10	3:00 – 5:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Friday 25	Offices Closed	CHRISTMAS DAY
January 2021	Friday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 12	No Meeting	BOARD RECESS

Citizen Committees, Boards, and Authorities **Current and Upcoming Vacancies**

leoncountyfl.gov/committees

CURRENT VACANCIES

Advisory Committee on Quality Growth

(seat for a person employed by a university or local school system)
Board of County Commissioners (1 appointment)

Affordable Housing Advisory Committee

Board of County Commissioners (1 appointment)

Board of Adjustment & Appeals

City of Tallahassee Commission (2 appointments)

Contractors Licensing & Examination Board

Commissioner - At-large II: Maddox, Nick (1 appointment)

Leon County Educational Facilities Authority

Board of County Commissioners (1 appointment)

Tallahassee-Leon County Commission on the Status of Women & Girls

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)

UPCOMING VACANCIES

MARCH 31, 2020

Affordable Housing Advisory Committee

Board of County Commissioners (9 appointments)

Contractors Licensing & Examination Board

Commissioner - District IV: Desloge, Bryan (1 appointment)

Commissioner – District V: Dozier, Kristin (1 appointment)

APRIL 30, 2020

Tallahassee Sports Council

Board of County Commissioners (2 appointments)

Tallahassee-Leon County Minority, Women & Small Business Enterprise Citizen Advisory Committee

Board of County Commissioners (2 appointments)

MAY 31, 2020

Advisory Committee on Quality Growth

Board of County Commissioners (6 appointments)

JUNE 30, 2020

Architectural Review Board

(seat for the Planning Commission Chair or designee)
Planning Commission (1 appointment)

JUNE 30, 2020 (cont.)

Board of Adjustment & Appeals

Board of County Commissioners (2 appointments)

CareerSource Capital Region Board

Board of County Commissioners (2 appointments)

Planning Commission

Board of County Commissioners (1 appointment)

JULY 31, 2020

Big Bend Health Council

Board of County Commissioners (4 appointments)

Code Enforcement Board

Commissioner - District II: Jackson, Jimbo (1 appointment)

Commissioner – At-large I: Lindley, Mary Ann (1 appointment)

Commissioner - At-large II: Maddox, Nick (1 appointment)

Investment Oversight Committee

Clerk of Court (1 appointment)

Leon County Educational Facilities Authority

Board of County Commissioners (3 appointments)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #1

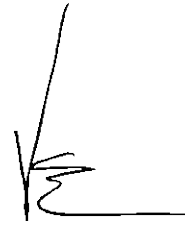
Leon County Board of County Commissioners

Agenda Item #1

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Minutes: November 12, 2019 Board Reorganization and Regular Meeting

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Kimberly M. Wilder, Finance Director, Clerk of Court & Comptroller
Lead Staff/ Project Team:	Beryl Wood, Clerk to the Board

Statement of Issue:

This agenda item seeks Board review and approval of the following minutes: November 12, 2019 Board Reorganization and Regular Meeting.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the minutes of November 12, 2019 Board Reorganization and Regular Meeting.

Attachment:

1. November 12, 2019 Board Reorganization and Regular Meeting

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
Board Reorganization
REGULAR MEETING
November 12, 2019**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman Jimbo Jackson presiding. Present were Vice-Chairman Bryan Desloge and Commissioners Nick Maddox, Bill Proctor, Kristin Dozier, Mary Ann Lindley, and Rick Minor. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Clerk of the Court Gwen Marshall and Clerk to the Board Beryl H. Wood.

Chairman Jackson called the meeting to order at 3:00 p.m. and welcomed everyone to the Reorganization Ceremony of the Board of County Commissioners of Leon County, Florida.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Pastor Clarence Jackson, Minister of the Destiny Church. Chairman Jackson then led the Pledge of Allegiance.

REORGANIZATION

The Honorable Gwen Marshall, Leon County Clerk of the Circuit Court and Comptroller, presided over the Reorganization of the Board of County Commissioners of Leon County, Florida. She paused to recognize dignitaries that were present: City Attorney – Cassandra Jackson; Former County Commissioners – Cliff Thaeell, Gary Yordan and Rudy Malloy; Judges – Honorable Angela Dempsey (Circuit Judge), Honorable Jonathan Sjostrom (Chief Judge), Honorable Frank Allman (Circuit Judge), and Honorable Augustus D. Aikens, Jr. (Leon County Judge).

REMARKS AND PRESENTATIONS

Clerk Marshall introduced the Commission and went into the presentations:

- Presentation to Outgoing Chairman
 - Vice-Chairman Desloge, on behalf of the Board, presented Chairman Jackson a plaque for his outstanding leadership as Chairman for the 2018-2019 year.
 - Commissioner Lindley acknowledged Chairman Jackson for his leadership.
 - Commissioner Maddox extended congratulatory remarks to Chairman Jackson and thanked his family and school for allowing his time, effort and leadership on behalf of the citizens and Board.
 - Commissioner Dozier expressed gratitude for Chairman Jackson's kind leadership style. She thanked him for his service to the community.
 - Commissioner Minor shared his appreciation for Chairman Jackson's leadership.
 - County Administrator Long shared highlights from Chairman Jackson tenure as Chairman and presented him a framed pictorial.

- Presentation of Years of Service Pins to County Commissioners
 - Chairman Jackson presented years of service pins to Commissioner Rick Minor for one-year of service in District 3.
 - Commissioner Minor shared his great honor and pleasure of serving on the Commission. He noted the diversity of the Board and how well they all worked together.

- Remarks by Outgoing Chairman Jackson who reflected on his year as Chairman. He expressed gratitude to County Staff and Commissioners. He recognized his aide – Kellie Sirmons and District 2 citizens. He highlighted projects that he was most proud of and recognized the late County Commissioner Jane Sauls of District 2, who was a champion for their district.

- **Election of Chairman and Vice-Chairman**

Clerk Marshall called for nominations for Chairman of the Board of County Commissioner for 2019-2020.

Commissioner Maddox moved, duly seconded by Commissioner Minor, the nomination of Commissioner Bryan Desloge as Chairman of the Leon County Commission. The motion carried 7-0.

Clerk Marshall called for nominations for Vice Chairman of the Board of County Commissioner for 2019/2020.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, the nomination of Commissioner Minor as Vice-Chairman of the Leon County Commission. The motion carried 7-0.

- **Administration of the Oath of Office to the newly-elected Chairman**

Clerk Marshall administered the Oath of Office to newly elected Chairman Bryan Desloge and he was joined by his daughter.

- **Incoming Chairman's Remarks**

Chairman Desloge thanked the Board for the honor to serve as its Chairman and thanked Commissioner Jackson for his leadership.

BENEDICTION

The Benediction was provided by Father Michael Foley, Pastor at Good Shepherd Catholic Church.

RECESS FOR RECEPTION

Chairman Desloge announced that a small reception would be held in the 5th floor reception area and invited all to attend. Commissioners were reminded that the Board would reconvene at approximately 3:45 p.m. to conduct its regularly scheduled meeting.

This concluded the Installation Ceremony and Board Reorganization.

BOARD MEETING AGENDA – THE MEETING RECONVENED AT 3:50 P.M.

AWARDS AND PRESENTATIONS

- Commissioner Jackson read into the record a Proclamation recognizing the Tallahassee Soccer Club's Inaugural Season.
 - Chris Petley, Tallahassee Soccer Club, thanked the Commission for the Proclamation.

He noted the pride and brand they carry and the jersey's state visit Tallahassee.

- Commissioner Desloge read into the record a Proclamation recognizing the Minority Enterprise Development (MED) Week Award Recipients.
 - Gloria Pugh, AMWAT Moving Warehousing & Storage, thanked the Commission for the Proclamation. She thanked her husband and staff for their support.
- Commissioner Maddox read into the record a Proclamation recognizing the Minority Enterprise Development Week. He recognized George Johnson, Aaron Milner, Primus Mtenga.
 - Aaron Milner, Johnson+Milner, Incorporated, thanked the Board for this recognition and honor.
- Commissioner Jackson read into the record a Proclamation recognizing Minority Enterprise Development Week. He recognized Mr. Edward Acoff, FSU Procurement Services.
 - Mr. Edward Acoff, FSU Procurement Services, thanked the Board for the recognition.
- Commissioner Dozier and Commissioner Maddox read into record a Proclamation recognizing John Lawrence and his contributions to the Council on Culture and Arts.
 - Commissioner Maddox spoke on the great leadership of Mr. John Lawrence. He noted Mr. Lawrence's tremendous contributions to the community. He thanked Mrs. Lawrence for allowing her husband to serve.
 - Commissioner Proctor also noted Mr. Lawrence's excellent service while serving on the County's Finance Committee.
 - Mrs. Lawrence remarked on her husband's commitment to the community and how he served on numerous Boards within Leon County.
- Kerri Post, Director, Tourism Division and Doug Shuler with Barnett Fronczak Barlowe & Shuler Architects, presented the proposed Amtrak Site Exterior Renovations. Ms. Post noted the site is between Florida State University and Florida A & M University. She discussed the changes to the building. She recognized the architects on the project of Barnet Fronczak Barlowe & Shuler Architects.
 - Doug Shuler of Barnet Fronczak Barlowe & Shuler Architects noted that for the Amtrak Site Exterior Renovations proposal, they used design elements from the 1920-1940 era in the layout.
 - Commissioner Minor confirmed that the proposed renovations consider future possible expansions of Domi Station.
 - Commissioner Dozier stated that the presentation was great and inquired about the plaza development. She asked would Barnet, Fronczak, Barlowe & Shuler also be the architects on that interior phase of this project. She reflected on the need for constant wayfinding signage for bike and pedestrian trails to be a part of the upcoming CRTPA Bicycle and Pedestrian Master Plan
 - Commissioner Proctor confirmed with County Administrator Long that the Board has approved the necessary funding for the project as part of the budget process and that there are no current plans to relocate the dental clinic. Mr. Shuler commented the design phase would be concluded in May 2020 and completion should follow 10 months after.
 - Commissioner Maddox expressed concern regarding the roundabout and traffic flow through the proposed courtyard space. His suggestion was to close the roundabout

- and make it a community space for everyone to enjoy. However, he greatly appreciated all other aspects of the design.
- County Administrator Long noted that the day-to-day usage will include parking as well as provide a place for tours to pick up and drop off customers.

 - Kerri Post, Director, Tourism Division and Curtis Zimmerman, Zimmerman Agency presented the Tourism Marketing Plan.
 - Kerri Post, Tourism Division Director, introduced the highlights from the 2020 Tourism Marketing Plan and introduced Curtis Zimmerman, Zimmerman Agency. She announced that staff are developing a printed plan for distribution in December.
 - Curtis Zimmerman presented the highlights of the 2019-2021 Tourism Strategic Plan Goals; positioned Tallahassee as top destination in the U.S.; Target Audience; Marketing Initiatives and Marketing Tag Line – Visit Tallahassee “Pretty” Unexpected”.
 - Commissioner Proctor confirmed that the tagline been approved by the Tourism Development Council.
 - Commissioner Maddox confirmed that Both FAMU and FSU will be represented in the marketing plan.
 - Commissioner Dozier commended the Zimmerman Agency and County staff for their work on the Marketing Plan. She asked that the marketing plan reflect the diversity of the community and confirmed that the proposed app will help engage and educate Leon County residents about local attractions.
 - Commissioner Lindley shared her appreciation for the presentation.
 - Commissioner Minor commended the multi-faceted components of the presentation.

 - Kathleen Spehar, COCA Executive Director, presented the Council on Culture and Arts (COCA).
 - Kathleen Spehar, COCA Executive Director, presented an update on the organization’s activities and grant programs during FY 2019 with her being the new Executive Director. She acknowledged her staff and thanked the Commission. She discussed the current grant programs with 83 projects and 68 grantees totaling \$1,727,812.90.
 - Commissioner Proctor commented on the Hartsfield Elementary Chorus trip to Carnegie Hall. He asked could COCA funding be used to support this venture.
 - Commissioner Maddox shared that COCA is funded by Tourist Development Taxes which must be used to support events and programs that attract visitors to Leon County.
 - Ms. Spehar responded that she would have her staff reach out to Hartsfield Elementary to discuss their fundraising plan and offer additional support.
 - Commissioner Dozier welcomed Mrs. Spehar. She discussed her concerns with COCA over the years. She expressed appreciation for the progress they have already made. She commended fundraising efforts for Hartsfield Elementary.
 - Chairman Desloge reflected on having a Tourism Development Council member serve on the COCA Board.

CONSENT:

Commissioner Dozier moved, duly seconded by Commissioner Lindley to approve the Consent Agenda, with the exception of item 5. The motion carried 7-0.

1. Minutes: September 17, 2019 Attorney-Client Meeting and September 17, 2019 Regular Meeting.

The Board approved Option 1: Approve the minutes of the September 17, 2019 Attorney-Client Meeting and the September 17, 2019 Regular Meeting.

2. Supervisor of Elections Propose Realignment of Voting Precinct Boundaries

The Board approved Option 1: Adopt, via resolution, the Supervisor of Election's proposed division of Voting Precinct No. 2305 to create additional Voting Precinct No. 2306 with a new polling place.

3. Payment of Bills and Vouchers

The Board approved Option 1: Approve the payment of bills and vouchers submitted for November 12, 2019 and pre-approve the payment of bills and vouchers for the period of November 13, 2019 through December 9, 2019.

4. FY 2019 Carry Forward Appropriations and FY 2019 Year-End Adjustments

The Board approved Option 1 and Option 2: Option 1: Authorize the carry forward of DY 2019 appropriations to the FY 2020 budget by adopting the Resolution and Budget Amendment. Option 2: Approve the FY 2019 year-end budget adjustments, and the Resolution and Budget Amendment.

5. Payment in Lieu of Taxes Reimbursement to the Tallahassee Housing Authority (PULLED by Commissioner Dozier)

6. Request to Schedule a First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Unimproved Right-of-Way Lying Between Lot 11, Block "A" and Lot 1, Block "B" per the Plat of Velda Oaks Subdivision for December 10, 2019, at 6:00 p.m.

The Board approved Option 1: Schedule a First and Only Public Hearing to consider a proposed Resolution renouncing and disclaiming and right the County in a portion of an unimproved road right-of-way lying between Lot 11, Block "A" and Lot 1, Block "B" per the plat of Velda Oaks Subdivision for December 10, 2019, at 6:00p.m.

7. Request to Schedule a First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in the Drainage Easement lying between Lots 14 and 15, Block "K" of the recorded plat of Killearn Lakes, Unit 1 for December 10, 2019, at 6:00 p.m.

The Board approved Option 1: Schedule a First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right for the County n the Drainage Easement lying between Lots 14 and 15, Block "K" of the recorded Plat of Killearn Lakes, Unit 1 for December 10, 2019, at 6:00 p.m.

8. Proposed revisions to County Policy No.96-1, Purchasing Policy”

The Board approved Options 1: Adopt the revised County Policy No. 96-1, “Purchasing Policy”

9. FY 2019 State Homeland Security Grant

The Board approved Option 1 and Option 2: Option 1: Accept the State Homeland Security Grant in the amount of \$40,460 and authorize the County Administrator to execute; and, authorize the County Administrator to execute any future modifications, in a form approved by the County Attorney. Option 2: Approve the Resolution and associated Budget amendment Request in the amount of \$40,640.

10. Final FY 2019 Commissioner Discussion Items Status Report

The Board approved Option 1: Accept the Final FY 2019 Commissioner Discussion Items Status Report.

11. Commissioner Appointment to the Tallahassee-Leon County Commission on the Status of Women and Girls

The Board approved Option 1: Ratify Commissioner Minor’s appointment of LaShawn Gordon to the Tallahassee-Leon County Commission on the Status of Women and Girls, for the remainder of the unexpired term ending September 30, 2020.

(Should the Board choose to appoint Ms. Gordon it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote.)

12. 2020 U.S. Department of Justice Grants

The Board approved Option 1 and Option 2: Option 1: Approve the Agreement with the City of Tallahassee and the Leon County Sheriff’s Office for the distribution of \$153,335 in grant funds from the U.S. Department of Justice and authorize the County Administrator to execute. Option 2: Authorize staff to submit an application to the Florida Department of Law Enforcement for the FY 2020 U.S. Department of Justice grant funds.

13. Ratification of the Board Actions Taken at the October 15, 2019 Joint County/City Workshop on the Tallahassee-Leon County Comprehensive Plan and the Alternative Mobility Funding System Study

The Board approved Option 1: Ratify the actions taken by the Board during the October 15, 2019 Joint County/City Workshop on the Tallahassee-Leon County Comprehensive Plan and the Alternative Mobility Funding System Study.

14. Agreement with Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services

The Board approved Option 1: Approve the Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act state-mandated services for FY 2020 and authorize the County Administrator to execute.

15. FY 2020 Primary Health Care Program Agreements

The Board approved Option 1: Approve the FY 2020 Agreements with Bond Community Health Center, Inc., Neighborhood Medical Center, Inc., Capital Medical Society Foundation/We Care Network, and the Florida A&M University College of Pharmacy for the County's Health Care Program and authorize the County Administrator to execute.

16. Agreement with the Leon County Sheriff for Continuation of the Tactical Medical Program

The Board approved Option 1: Approve the Agreement with the Leon County Sheriff for the continuation of the Tactical Medical Program.

17. FY 2020 Annual Plan for Library Service

The Board approved Option 1: Approve the proposed FY 2020 Annual Plan for Library Service.

18. Plat of the Rivers Landing Phase IIA Subdivision

The Board approved Option 1: Approve the plat of Rivers Landing Phase IIA Subdivision for recording in the Public Record, contingent upon staff's final review and approval and accept the Performance Agreement and Surety Device in a form approved by the County Attorney.

19. Proposed Resolution for Acquisition by Eminent Domain of an Additional Utility Easement for Meridian Road Crossdrain Project

The Board approved Option 1: Adopt the proposed Resolution for Acquisition of Property by Eminent Domain for the Meridian Road Crossdrain Project.

20. 2020 Citizen Engagement Series, Club of Honest Citizens, and Village Square Events

The Board approved Option 1 and Option 2: Option 1: Approve the continued relationship with the Village Square and Club of Honest Citizens program, and authorize the County Administrator to execute and agreement, in a form approved by the County Attorney. Option 2: Approve the tentative schedule of events for the 2020 Citizen Engagement Series, Club of Honest Citizens, and Village Square events.

Status Reports (Included under the Consent Agenda).

21. Status Report on Collaboration Efforts Between Leon County Tourism and Tallahassee-Leon County Office of Economic Vitality

The Board approved Option 1: Accept the status report on collaboration efforts between Leon County Tourism Division and Tallahassee-Leon County Office of Economic Vitality.

22. Status Report on the North Monroe Corridor

The Board approved Option 1: Accept the status report on the North Monroe corridor.

23. Third Quarter 2019 Economic Dashboard Report

The Board approved Option 1: Accept the Third Quarter 2019 Economic Dashboard Report.

24. Status Report on the Leon County Water Quality Monitoring Program

The Board approved Option 1: Accept the 2019 Status Report on the Leon County Water Quality Monitoring Program

25. Status Report on Street Lighting Program

The Board approved Option 1: Accept the FY 2019 Status Report on the Street Lighting Program.

CONSTENT ITEMS PULLED FOR DISCUSSION ITEM #5

Payment in Lieu of Taxes Reimbursement to the Tallahassee Housing Authority

Commissioner Dozier commented on the number of affordable housing organizations currently operating in Leon County. She requested that staff bring back an analysis of possible alternative uses of PILT funds to support affordable housing and review next year. She shared it gives staff the ability to look for other options or leave it the same.

Commissioner Dozier moved, duly seconded by Commissioner Lindley, to approve Option #1 as amended: Approve reimbursement of Payment in Lieu of Taxes to Tallahassee Housing Authority in the amount of \$23,578 and direct staff to prepare an analysis of possible alternative uses of PILT funds to support affordable housing as part of next year's PILT payment. The motion passed 7-0.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS (3-MINUTE LIMIT PER SPEAKER; THERE WILL NOT BE ANY DISCUSSION BY THE COMMISSION)

- Jeremy Block, 1109-B E. 6th Avenue, noted opposition to Florida Senate Bill 168, which requires local law enforcement to enforce ICE detainer requests.
- Bart Bibler, 3673 Mossy Creek Lane, shared an update on the 32304 Summits and announced that their next meeting will be held on December 5, 2019 at the FSU Turnbull Conference Center.
- Dr. Ed Holifield, 4032 Longleaf Court, reflected on the need for diversity on the dais, hiring of the County Attorney, the Needle Exchange Program and Tallahassee Memorial's "D" Rating according to the Leapfrog Group Survey.

GENERAL BUSINESS

26. Consideration to Authorize the Establishment of a Syringe Exchange Program (SEP)

County Administrator Long introduced this item. He shared the agenda item provides a report on the recent legislation permitting counties to establish syringe exchange programs and a draft ordinance for the Board's consideration authorizing the establishment of this program. Commissioner Lindley noted her support for the proposed ordinance and requested that the term "intravenous drug use" be replaced with "injection drug use".

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1 as amended: Accept the report on the recent legislation regarding syringe exchange programs and schedule the first and only public hearing to consider an ordinance authorizing the establishment of a sterile needle and syringe exchange program for December 10, 2019 at 6:00 p.m. and direct staff to replace the term "intravenous drug use" in the draft ordinance with "injection drug use".

Commissioner Dozier asked that staff provide additional information about HIV rates that continue to rise and for needed strategies in the community to address transmission.

Commissioner Minor sought clarification regarding the low number of individuals referred for drug treatment in Miami-Dade on the syringe exchange program. He inquired what the Health Department's role would be in identifying a program operator.

- Heather Peeples, Special Projects Coordinator, shared that participation in all wrap around services offered by the by the syringe exchange program, such as drug treatment, are voluntary. She confirmed that staff would bring back additional information on how Miami-Dade and other programs are working to increase entry into treatment programs. Ms. Peeples further explained that Florida Statutes require local health departments be enlisted to provide recommendations for the operation of the program, including identifying an eligible entity with the resources to successfully operate and sustain a program.

Commissioner Proctor thanked Dr. Temple Robinson of Bond Community Health Center Inc., for 35 years of service.

The motion carried 7-0.

27. Report on Local Government Ordinances Prohibiting the Sale of Smoking and Vaping Products to Those Under those Under the Age of 21

County Administrator Long introduced the item. This agenda item provides a report on local government ordinances prohibiting the sale of smoking and vaping products to those under the age of 21 and seeks direction if the Board wishes to proceed with developing an ordinance for Leon County.

Public Comment:

- David Francis, 715 Miccosukee Rd, American Heart Association, voiced his concerns and support for the ordinance raising the minimum legal sales age for tobacco and nicotine products from 18 to 21 years of age.
- Dr. Edward Holifield, 4032 Longleaf Court, expressed concern regarding CRA funding improvements to businesses that sell tobacco products.

Commissioner Dozier expressed concern regarding enforcement of an ordinance and the issuing of retail licenses. She asserted the intent or goal of the ordinance may be better achieved by state-wide legislation as the State already has an enforcement and licensing mechanism. She noted she could not support the ordinance at this time.

Chairman Desloge noted that the issue is currently being discussed by the Florida Legislature and suggested tabling the item until after the Legislative Session.

Commissioner Lindley moved to table to after session, duly seconded by the Commissioner Dozier.

Commissioner Minor commented that he too struggled with this item. He encouraged adopting a resolution to support a state-wide age increase.

Commissioner Proctor sought information on the comparative analysis on health impacts of tobacco and marijuana.

- Mrs. Claudia Blackburn, Leon County Health Department, stated that she would be happy to review the available literature on the topic and provide information to the Board.

The motion to table carried 7-0.

Commissioner Dozier requested a resolution for the Board's December 12, 2019 meeting in support of state-wide legislation.

Commissioner Dozier moved, duly seconded by Commissioner Minor to direct staff to prepare a resolution requesting that the Legislature increase the age to purchase tobacco products to 21 and to require State license of vaping establishments.

The motion carried 7-0.

County Administrator Long stated it would come back in December.

28. Bid Award for the Centerville Trace Pond Dam Replacement Project

County Administrator Long introduced this item. He noted this item seeks Board approval to award the bid for the Centerville Trace Dam Replacement to Anderson Columbia Co., Inc. in the amount of \$2,499,826.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the bid award to Anderson Columbia Co., in the amount of \$2,499,826 for the Centerville Trace Pond Outfall Structure Replacement Project and authorize the County Administrator to execute.

Commissioner Proctor inquired if the vendor had met the County's MWBE aspirational targets.

County Administrator Long explained that the vendor did not meet the aspirational targets for MWBE participation; however, OEV staff certified that the vendor made a good faith effort.

Commissioner Maddox requested that staff provide an overview of OEV programs and services to support MWBE's in Leon County.

Commissioner Jackson shared that only one business responded to bid, which is a sign of a healthy private sector.

Commissioner Lindley reflected on existing County initiatives to support development of MWBE's.

The motion carried 6-0. (Commissioner Proctor was out of the Chambers).

29. Procurement of a Helicopter for the Leon County Sheriff's Office

County Administrator Long introduced this item. He noted this agenda item seeks Board approval to waive the competitive procurement requirements in the Purchasing Policy to purchase a Bell 505 Ranger Jet X Helicopter and related accessories and services for the Leon County Sheriff's Office.

Commissioner Maddox moved, duly seconded by Commissioner Jackson, approval of Option 1, 2 and 3: Option 1: Waive the solicitation requirements of the County's Purchasing Policy as allowed by section 5.10 for the purchase of a Bell 505 Jet Ranger X in the amount of \$1,527,200 and authorize the County Administrator to execute a Purchase Agreement in a form approved by the County Attorney. Option 2: Authorize staff to use the County's contracted Financial Advisor to solicit bids for equipment lease financing. Option 3: Approve the associated Resolution and Budget Amendment.

Board discussion from Maddox, Lindley and Desloge.

The motion carried 6-0. (Commissioner Proctor was out of the Chambers).

30. Full Board Appointments to the Council on Culture and Arts and the Early Learning Coalition

County Administrator Long introduced the item. He noted this agenda item seeks the full Board's consideration of the appointment of citizens to the Council on Culture and Arts and the Early Learning Coalition.

*The Board approved Option 1 and 2:
Council on Culture and Arts:*

Commissioner Dozier moved, duly seconded by Commissioner Lindley, for the Board to appoint Rachelle McClure to the Council on Culture and Arts for the remainder of the unexpired term ending September 30, 2002.

(Should the Board choose to appoint Ms. McClure it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote.)

Early Learning Coalition:

Commissioner Dozier moved, duly seconded by Commissioner Lindley, for the Board to appoint Kim Sims to the Early Learning Coalition for the remainder of the unexpired term ending December 31, 2021.

The motion carried 7-0.

31. Approval of Employment Agreement for the County Attorney

County Administrator Long introduced this item. He noted this agenda item seeks the Board's consideration of an employment agreement with Chasity O'Steen for the position of County Attorney, negotiated by the Chairman as authorized by the Board at the October 29, 2019 Special Meeting. All of the terms reflected in the proposed employment agreement have been agreed to by Ms. O'Steen, and a copy of the agreement was signed by Ms. O'Steen

Commissioner Jackson discussed the salary negotiations.

Commissioner Proctor confirmed the starting salary of the new County Attorney, Ms. Chasity O'Steen.

Commissioner Desloge commended staff for implementing an excellent hiring process.

Commissioner Jackson moved, duly seconded by Commissioner Minor, approval of Option 1: Approve the employment agreement for the County Attorney and authorize the Chairman to execute. The motion carried 7-0.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

(3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

- Chairman Desloge confirmed that there were no speakers on non-agendaed items.

COMMENTS/DISCUSSION ITEMS

County Attorney Thiele:

- Announced his desire to join in an amicus brief in the 5th District Court Appeals in support of overturning adverse court ruling finding the Orange County Human Rights Ordinance unconstitutional.

Commissioner Dozier moved, duly seconded by Commissioner Lindley to authorize the County Attorney join in an amicus brief in 5th District Court of Appeal in support of overturning adverse court ruling finding the Orange County Human Rights Ordinance unconstitutional. The motion carried 7-0.

County Administrator Long:

- Thanked the outgoing Chairman for his service on behalf of all Leon County employees.

COMMISSIONER DISCUSSION ITEMS

Commissioner Lindley:

- Acknowledged Assistant County Attorney Jessica Icerman for her years of service to the County.
- Shared Happy Thanksgiving wishes!

- **Commissioner Proctor:**
- Invited the Board to attend the 32304 Summit meeting on December 5.
- Reflected on the hiring process for the City of Tallahassee Police Chief.
- Inquired if the Board Retreat could possibly be moved from the Goodwood Museum.
- Shared Happy Thanksgiving wishes!
- Announced the Howard University and FAMU football game.

Commissioner Dozier:

- Shared reflections on the Veterans' Day events.
- Commended Commissioner Maddox and Royle King of the Omega Si Phi, Lamplighters. She shared she attended their brunch on Saturday and commented the youth did a phenomenal job.
- Requested an agenda item regarding indemnification and liability of Tall Timber's proposal to donate their services for a controlled burn of the Lake Lafayette lake bottom.
- *Commissioner Dozier moved, duly seconded by Commissioner Minor to direct staff to prepare an agenda item regarding the indemnification and liability of Tall Timber's proposal to donate their services for a controlled burn of the Lake Lafayette lake bottom for the Board's December 10, 2019 meeting.*
- Requested a proposal for the commemoration of the 100th Anniversary of Women's Suffrage.
- *Commissioner Dozier moved, duly seconded by Commissioner Minor, to present a proposal for the commemoration of the 100th Anniversary of Women's Suffrage, the 19th amendment, which granted women the right to vote. The motion carried 7-0.*
- Shared Happy Thanksgiving wishes!

Commissioner Maddox:

- Commended Royle King for his outstanding service to the Omega Psi Phi Fraternity Lamplighters Inc. as a founding member of the mentor organization. He acknowledged Mr. King's service as the outgoing president and thanked him for dedicated support. Commissioner Maddox also noted he would bestow the honor of a proclamation later. He also asked that the Lamplighters come for a tour of the Courthouse and Chambers.
- Requested resolution in support of U.S. Senate Bill 2552.
- *Commissioner Maddox moved, duly seconded by Commissioner Desloge to direct staff to prepare a resolution in support of U.S. Senate Bill 2552: Expanding Health Care Options for Early Retirees Act which amends title XVIII of the Social Security Act to provide an option for first responders age 50 to 64 who are separated from service due to retirement or disability to buy into Medicare; and ask our federal lobbying team to update the Board on the status of bill. The motion carried 7-0.*
- Welcomed Attorney Chasity O'Steen and thanked Mr. Thiele for his service to Leon County.
- Shared Happy Thanksgiving wishes!

Commissioner Jackson:

- Shared Happy Thanksgiving wishes!
- Thanked everyone again for their kind remarks for his leadership and service.
- Reflected on the update to the Dori Slosberg Driver Education Safety Act increasing the amount that can be collected for civil traffic penalties to fund driver education program in schools.

- *Commissioner Jackson moved, duly seconded by Commissioner Minor, to direct staff to prepare an agenda item considering updating the County Ordinance to increase the amount collected for civil traffic penalties from \$3 to \$5 for driver education program in schools. The motion carried 7-0.*

Commissioner Minor:

- Thanked Commissioner Jackson for his service and for allowing the Invocation planned for the October 29 meeting to be rescheduled to this meeting.
- Commended staff for their work on the Status Report on the North Monroe Corridor.
- Welcomed Ms. Osteen to the County.
- Shared Happy Thanksgiving wishes!

Chairman Desloge:

- Commended Commissioner Jackson for his service.
- Thanked Board for their confidence in electing him as Chairman and stated that he is looking forward to the next year.
- Shared Happy Thanksgiving wishes!

RECEIPT AND FILE:

- None

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 7:07 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

BY: _____
Gwendolyn Marshall, Clerk of Court
& Comptroller, Leon County, Florida

**Leon County
Board of County Commissioners**

Notes for Agenda Item #2

Leon County Board of County Commissioners


Agenda Item #2

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Tiffany Fisher, Management Analyst

Statement of Issue:

This agenda item requests Board approval of the payment of bills and vouchers submitted February 25, 2020 and pre-approval of payment of bills and vouchers for the period of February 26, 2020 through March 9, 2020.

Fiscal Impact:

This item has a fiscal impact. All funds authorized for the issuance of these checks have been budgeted.

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for February 25, 2020 and pre-approve the payment of bills and vouchers for the period of February 26, 2020 through March 9, 2020.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the February 25th meeting, the morning of Monday, February 24, 2020. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Analysis:

Due to the Board not holding a regular meeting until March 10, 2020, it is advisable for the Board to pre-approve payment of the County's bills for February 26, 2020 through March 9, 2020 so that vendors and service providers will not experience hardship because of delays in payment. In the event the Board meeting is cancelled, the payment of bill/vouchers will be approved until the next scheduled meeting. OMB will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

Options:

1. Approve the payment of bills and vouchers submitted for February 25, 2020 and pre-approve the payment of bills and vouchers for the period of February 26, 2020 through March 9, 2020.
2. Do not approve the payment of bills and vouchers submitted for February 25, 2020, and do not pre-approve the payment of bills and vouchers for the period of February 26, 2020 through March 9, 2020.
3. Board direction.

Recommendation:

Option #1

**Leon County
Board of County Commissioners**

Notes for Agenda Item #3

Leon County Board of County Commissioners

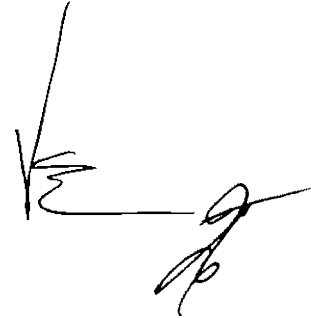
Agenda Item #3

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Herbert W.A. Thiele, County Attorney



Title: Request to Schedule the First and Only Public Hearing to Consider a Proposed Ordinance Amending Chapter 4, Article II of the Leon County Code of Laws Regarding Animal Control for April 14, 2020 at 6:00 p.m.

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Chad Abrams, Chief, Emergency Medical Services
Lead Staff/ Project Team:	Emily R. Pepin, Assistant County Attorney Cara Aldridge, Director, Animal Control

Statement of Issue:

This item seeks Board approval to schedule the first and only public hearing to consider a proposed Ordinance amending Chapter 4, Article II of the Code of Laws of Leon County, Florida, regarding Animal Control, to provide for humane care standards and public nuisance prohibitions to accommodate horses, chickens and other fowl on certain residential properties inside the Urban Services Area.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Schedule the first and only public hearing to consider adoption of an Ordinance amending Chapter 4, Article II of the Leon County Code of Laws regarding Animal Control (Attachment #1), for April 14, 2020 at 6:00 p.m.

Title: Request to Schedule the First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 4, Article II of the Leon County Code of Laws Regarding Animal Control, for April 14, 2020 at 6:00 p.m.

February 25, 2020

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Report and Discussion

Background:

This item seeks Board approval to schedule the first and only public hearing to consider adoption of a proposed Ordinance amending Chapter 4, Article II of the Code of Laws of Leon County, Florida, regarding Animal Control. The amendment provides for humane care standards and public nuisance prohibitions to accommodate horses, chickens and other fowl on certain residential properties inside the Urban Services Area.

In June of 2014, in response to the closing of a relatively successful urban farm located in the City of Tallahassee, the Board requested a report regarding potential ways the County could further promote farming, including small-scale commercial farming inside the Urban Services Area. Following additional status reports, the Board approved moving forward with preparing an Ordinance to allow Urban Agriculture and Urban Equine as a permitted use inside the Urban Services Area. On December 10, 2019, the Board approved the scheduling of two public hearings to consider the adoption of an Ordinance to amend the Land Development Code of the Leon County Code of Laws to allow Urban Agriculture and Urban Equine as permitted uses. The first public hearing was held on February 11, 2020, and the second public hearing will be held on and April 14, 2020.

During the process of developing an Ordinance to allow for Urban Agriculture and Urban Equine as permitted uses, it was determined that related provisions of the Animal Control Ordinance would be effected. To address the impacts, additional coordination occurred with the Animal Control Division, the County Attorney's Office, and members of the community who represent the interests of the horse community. The attached proposed Animal Control Ordinance is the result of this joint effort.

Analysis:

The proposed Animal Control Ordinance will amend Sections 4-26, 4-37, 4-44 and 4-45 of the Leon County Code of Laws, to provide for humane care standards and public nuisance prohibitions to accommodate horses, chickens and other fowl on certain residential properties inside the Urban Services Area. The major amendments to the proposed Animal Control Ordinance will accomplish the following:

- Allows chickens and other fowl to be kept on residential property subject to the limitations of the proposed Urban Agriculture and Urban Equine ordinance.
- Adds the definition of "pet" to mean a household pet, including dogs, cats, ferrets, potbellied pigs, rabbits, small rodents, small reptiles, fish, small birds, and other similar domestic animals.
- Specifies the humane care required for equines.
- Specifies the humane care required for chickens and other fowl.
- Modifies the multiple pets permit requirements to apply to "pets" as newly defined.

Title: Request to Schedule the First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 4, Article II of the Leon County Code of Laws Regarding Animal Control, for April 14, 2020 at 6:00 p.m.

February 25, 2020

Page 3

- Modifies the appeal process for violations of the multiple pets permit requirements.

The first public hearing to consider adoption of the Ordinance to allow Urban Agriculture and Urban Equine as permitted uses was held on February 11, 2020, and the second public hearing is scheduled for April 14, 2020. The public hearing for the consideration of the proposed Animal Control Ordinance would be scheduled to occur immediately after the second public hearing on the proposed Ordinance to allow Urban Agriculture and Urban Equine as permitted uses. Should the Board adopt the Ordinance to allow Urban Agriculture and Urban Equine as permitted uses at the second public hearing on April 14, 2020, then it is recommended that the Board adopt the attached proposed Animal Control Ordinance (Attachment #1). However, if the Board does not adopt the Ordinance to allow Urban Agriculture and Urban Equine as permitted uses, then the recommended option would likewise be to not adopt the proposed Animal Control Ordinance.

Pursuant to Section 125.66, Florida Statutes, one public hearing will be required to enact the proposed Ordinance.

Options:

1. Schedule the first and only public hearing to consider adoption of an Ordinance amending Chapter 4, Article II of the Leon County Code of Laws regarding Animal Control (Attachment #1), for April 14, 2020 at 6:00 p.m.
2. Do not schedule the first and only public hearing to consider adoption of an Ordinance amending Chapter 4, Article II of the Leon County Code of Laws regarding Animal Control for April 14, 2020 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Ordinance amending Leon County Code of Laws regarding Animal Control

LEON COUNTY ORDINANCE NO. 2020-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 4, ARTICLE II OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, REGARDING ANIMAL CONTROL; AMENDING SECTION 4-26, DEFINITIONS; AMENDING SECTION 4-37, HUMANE CARE REQUIRED; AMENDING SECTION 4-44, NUMBER OF ANIMALS, ACREAGE RESTRICTIONS/EXCESS ANIMALS HABITATS; AMENDING SECTION 4-45, PERMIT REQUIRED FOR MULTIPLE PETS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Board of County Commissioners desires to enact an ordinance amending Chapter 4, Article II of the Leon County Code of Laws, relating to animal control;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. Amendments to Code.

Section 4-26 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

Sec. 4-26. Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Coop means a covered house, structure, or room that will provide chickens with shelter from weather and with a roosting area protected from predators. A coop typically includes an outside exercise area to allow chickens access to foraging and sunlight.

Livestock means all animals of the equine, bovine, Camillidae, Bovidae, Phasianidae or swine class family, including but not limited to, goats, sheep, mules, horses, hogs, cattle, ostriches, chickens or poultry, and other grazing animals. This term does not include pets.

1
2 Pet means a domestic animal normally considered as a household pet and which can be
3 maintained and cared for within the living space of a residence. Such animals may include dogs, cats,
4 ferrets, potbellied pigs (Vietnamese or Asian), rabbits, small rodents, small reptiles, fish, small birds,
5 and other similar animals. This term does not include livestock.

6
7 ***

8
9 Premises means an area of land with its appurtenances and buildings which, because of its unity
10 of use, may be regarded as the smallest conveyable unit of real estate.

11
12 ***

13
14 Service animal shall have the same meaning as ascribed to it in F.S. § 413.08.

15
16 ***

17
18 **Section 2. Amendments to Code.**

19
20 Section 4-37 of the Code of Laws of Leon County, Florida, is hereby amended to read as
21 follows:

22
23 **Sec. 4-37. Humane care required.**

24
25 (a) No owner shall fail to provide his animal with sufficient and wholesome food, proper
26 shelter and protection from the weather at all times, veterinary care when needed to prevent suffering,
27 sufficient exercise space, and humane care and treatment, including clean, sanitary, safe, humane
28 conditions. The owner of an animal shall provide clean water for the animal in a sufficient quantity to
29 maintain the animal in a healthy condition. Water shall be provided at all times in a stable container
30 which is sized appropriately for the animal's species and breed. Animals kept outdoors shall be in a
31 secure enclosure to include a fenced yard, kennel or run and the animal shall be provided with proper
32 shelter within such enclosed area. The enclosure shall be large enough for each animal to achieve a
33 running stride. It shall include a shaded area, either by natural or artificial means, that is large enough
34 to shade all animals in the enclosure without crowding throughout the day.

35
36 (b) No person shall overload, overwork, torture, or torment, deprive of necessary
37 sustenance, beat, mutilate or inhumanely kill, or otherwise abuse any animal or cause or permit the
38 same to be done.

39
40 (c) No person shall abandon any animal by forsaking the animal entirely or by neglecting
41 or refusing to provide or perform the legal obligations for care and support of the animal.
42

1 (d) Any person who, as the operator of a motor vehicle, strikes a domesticated animal
2 should immediately report such incident to any law enforcement agency or to the division of animal
3 control.
4

5 (e) *Tethering.* No person shall tether an animal to a stationary or inanimate object as a
6 means of confinement or restraint unless such person is outside with the animal and the animal is at all
7 times visible to such person. No person shall, under any circumstances, tether any animal in a manner
8 that is injurious to the animal's health, safety and well-being. Proper and humane tethering includes,
9 but is not limited to, the following:
10

11 (1) Collars used to attach an animal should be comfortable and properly fitted. The
12 use of choker collar or chain is prohibited.
13

14 (2) The tether shall not extend over an object or edge in such a manner that could
15 result in strangulation of or injury to the animal. The length of the tether must
16 be a minimum of six feet, or at least three times the length of the animal
17 measured from the animal's nose to the base of its tail, whichever is greater,
18 unless the tether is being used to secure the animal to the bed of an open vehicle
19 or pick-up truck. The tether must have a swivel at both ends to prevent
20 entanglement. Restraints should allow the animal to move about and lie down
21 comfortably. Pulley, running line, or trolley systems must be at least 15 feet in
22 length and less than seven feet above the ground.
23

24 (3) Tethering of an animal is prohibited during severe weather events and natural
25 disasters such as flood, fires, tornadoes, hurricanes or blizzard.
26

27 (4) No animal shall be confined to a vacant or abandoned structure or vacant
28 property.
29

30 (5) The weight or gauge of any tether or chain shall not be more than one-eighth of
31 the animal's weight. Logging chains and vehicle tow chains are prohibited. No
32 person shall add any weight to an animal collar, harness, chain or tether.
33

34 (6) The animal tethered must be at least six months of age. Puppies and kittens shall
35 not be tethered.
36

37 (7) The animal tethered must not be sick or injured.
38

39 (f) *Exceptions.* Attended tethering is required except under the following circumstances:
40

41 (1) When actively engaging in conduct that is directly related to the business of
42 shepherding or herding cattle or livestock or related to the business of cultivating
43 agricultural products, as long as the restraint is reasonably necessary for the
44 safety of the dog/animal.

- 1
2 (2) When participating in lawful activities such as hunting with a valid license
3 issued by the state, or sporting events, field obedience training, field or water
4 training, law enforcement training, veterinary treatment and or the pursuit of
5 working or competing in these legal endeavors.
6
7 (3) When the animal is restrained in compliance with the requirements of a camping
8 or recreational area.
9
10 (4) When the animal is restrained temporarily at a training facility, grooming
11 facility, commercial boarding facility, animal shelter or veterinary facility.
12
13 (5) When using the dog at a dog training or performance event, including, but not
14 limited to, field trials and obedience trials where tethering does not occur for a
15 period exceeding, seven consecutive days.
16
17 (6) When being cared for as part of a rescue operation during a natural or manmade
18 disaster or during a state of emergency.
19
20 (7) After taking possession of a stray and having notified animal control.
21
22 (8) When being transported in a vehicle.
23
24 (g) Any person who commits any of the following acts shall be in violation of this section:
25
26 (1) Baiting, breeding, training, transporting, selling, owning, possessing, or using
27 any wild or domestic animal for the purpose of animal fighting or baiting;
28
29 (2) Betting or wagering any money or other valuable consideration on the fighting
30 or baiting of animals;
31
32 (3) Attending the fighting or baiting of animals;
33
34 (4) Owning, possessing, or selling equipment for the purpose of animal fighting or
35 baiting; or
36
37 (5) Providing or allowing property for use in the housing, training, transport,
38 fighting or baiting of animals.
39
40 (h) Equines.
41
42 (1) Hooves on each equine shall be maintained on a regular basis to avoid
43 malformation. Animals with specific hoof conditions requiring specialized
44 treatment shall be provided with such treatment on a regular basis.

1
2 (2) In the event that it is determined that the equine can no longer live a productive,
3 pain-free life, it is the responsibility of the owner to ensure that the animal is
4 disposed of or euthanized in a humane manner.

5
6 (3) If the equine is humanely destroyed on the owner's property, it is the
7 responsibility of the owner to dispose of the carcass by burning, or by burying
8 the animal at least 2 feet below the surface of the ground and at least 100 feet
9 away from any water source, and insuring that the carcass is covered with at
10 least 2-3 feet of earth. The provisions of F.S. § 823.041, as may be amended
11 from time to time, also apply to the disposal of the carcass.

12
13 (i) Chickens and other fowl.

14
15 (1) Compliance with the urban agriculture requirements of section 10-6.816 of the
16 Leon County Land Development Code is required.

17
18 (2) Chickens shall be kept within a coop or enclosure at all times. The coop shall be
19 ventilated and secured from predators. The coop must be of sufficient size to
20 afford the free movement of chickens.

21
22 (3) Any coop and pen area must be kept in a clean sanitary manner, free rodents,
23 offensive odors, excessive noise, or any other condition which could potentially
24 cause a nuisance.

25
26 **Section 3. Amendments to Code.**

27
28 Section 4-44 of the Code of Laws of Leon County, Florida, is hereby amended to read as
29 follows:

30
31 **Sec. 4-44. ~~Number of animals, acreage restrictions/excess animals habitats.~~ Animal ownership**
32 **limitations.**

33
34 (a) Applicability. The provisions of this section do not apply to properties in zoning districts
35 which allow agriculture uses as a principal use, or to properties that have a bona-fide farm operation
36 on land classified as agricultural land pursuant to F.S. § 193.461, where animals are being raised as
37 livestock.

38
39 (b) General. Pets are permitted, subject to the limitations below. No livestock shall be
40 maintained, raised, or housed except as authorized in this section or the Leon County Land
41 Development Code.

42
43 (1) As used in this section, acreage determination excludes easements for roads or
44 other areas within the public rights-of-way. All property must be contiguous.

1
2 (2) As used in this section, references to pets refer to pets older than four months.
3 There are no restrictions on the number of pets younger than four months that
4 are allowed on a premises.

5
6 (c) Exception. This section shall be not be construed to limit the use or keeping of service
7 animals.

8
9 (d) Limitation on total number of pets. Except as otherwise provided in sections 10-6.816
10 and 10-6.821 of the Land Development Code, there shall be no restrictions on the total number of pets
11 allowed on a premises, unless the owner has two prior convictions of this chapter as described in this
12 subsection (d).

13
14 (1) Prior convictions. ~~(a) A person~~ An owner convicted of his or her second
15 violation of sections 4-35, 4-36, 4-37 or 4-76 within a two-year period shall be
16 subject to a limitation on the total number of pets. ~~the provisions of this section~~
17 ~~and section 4-38.~~ The second conviction may be of the same section as the initial
18 conviction, violation or a subsequent conviction of another listed section. Upon
19 a second conviction, an owner shall have 30 days to come into compliance with
20 this section. ~~Thereafter, it is a violation of this section if the person~~

21
22 (2) Restrictions. An owner with two convictions for violations of sections 4-35, 4-
23 36, 4-37 or 4-76 shall not harbors a greater number of ~~dogs and/or cats~~ pets than
24 allowed in the following chart below without obtaining a multiple pet permit.
25 ~~The owner must comply with all animal care standards as required in section 4-~~
26 ~~45.~~

<i>If you have:</i>	<i>Less than 1.5 acres</i>	<i>1.5 to less than 3 acres</i>	<i>3 to less than 5 acres</i>	<i>5 acres or more</i>
1-10 total pets dogs and/or cats	No permit required	No permit required	No permit required	No permit required
11-20 total pets dogs and/or cats	Prohibited without valid permit	No permit required	No permit required	No permit required
21-30 total pets dogs and/or cats	Prohibited without valid permit	Prohibited without valid permit	No permit required	No permit required

<u>More than 30 total pets 31 plus dogs and/or cats</u>	Prohibited without valid permit	Prohibited without valid permit	Prohibited without valid permit	*
---	---------------------------------------	---------------------------------------	---------------------------------------	---

* For each additional 1.5 acres over five acres, up to ten ~~dogs and/or cats~~ additional total pets shall be allowed without a permit.

(3) The owner must comply with all regulations and requirements of this chapter.

~~Acreage determination excludes easements for roads or other areas that must allow public egress and ingress. All property must be contiguous.~~

~~(b) References to dogs and cats in this section only refer to dogs and cats older than four months. There are no restrictions on the number of dogs and cats younger than four months old that can be on the premises.~~

~~(c) A person subject to this section must apply for a permit within 15 days of being convicted of a second violation as defined in subsection (a), above.~~

~~(d) If it is determined that a person is in violation of this section, such person shall be allowed 30 days from the notice of violation to come in to compliance. Failure to timely comply will result in subsequent violation.~~

Section 4. Amendments to Code.

Section 4-45 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

Sec. 4-45. Permit required for multiple pets.

(a) *Requirements.*

(1) Any ~~person~~ owner subject to these provisions who is in possession of more ~~dogs and/or cats~~ pets than authorized in section 4-44 without a multiple pets permit ("~~permit~~") shall be in violation of this section. ~~have 30 days from the effective date of the ordinance from which this section is derived to either obtain a permit or otherwise comply with that section.~~

(2) A permit shall be issued only after the division of animal control completes an inspection and determines that the minimum requirements and standards, as set forth in this chapter, have been met. After approval, a permit shall be issued upon payment of the applicable fee. The applicant shall pay an application fee, as established from time

1 to time by the Board of County Commissioners, at the time of filing. The permit shall
2 be prominently displayed on the premises where animals are located.

3
4 (3) The permit is valid for a period of one year from the date of issuance, unless otherwise
5 stated or revoked. The permit shall be renewed annually. Said permit is not transferable,
6 assignable or refundable and shall be valid only to the applicant and location for which
7 it was originally issued. Renewal applications for permits shall be made within 30 days
8 prior to the expiration date.

9
10 (4) A permit holder shall use the initial permit issue date as the anniversary date for the
11 purposes of permit expiration and renewal.

12
13 (5) It shall be a condition of the issuance of any permit that the division of animal control
14 shall be allowed, ~~at any reasonable time,~~ with the owner present, to inspect all ~~dogs~~
15 ~~and/or cats~~ pets and all premises where ~~dogs and/or cats~~ pets are kept.

16
17 (6) No permit shall be issued or renewed hereunder if an applicant has had his or her permit
18 revoked within two years of the date of application, or has outstanding and unsatisfied
19 civil penalties imposed due to violations of this chapter.

20
21 (b) *Inspection procedures.*

22
23 (1) ~~Inspection required.~~ Applicants shall submit to an in-home, property, and out building
24 inspection (wherever the ~~dogs and/or cats~~ pets will be housed) by a county animal
25 control officer prior to the issuance of a permit.

26
27 (2) ~~Initial~~ inspections of multiple pet facilities will be made with advance notice, during
28 normal business hours, ~~or at any reasonable time during daylight hours.~~ All inspections
29 will be made in the presence of the owner whenever possible.

30
31 (3) Whenever deficiencies are noted or the division of animal control receives a complaint
32 from the public, a follow-up inspection of the establishment may be initiated by the
33 division of animal control.

34
35 (4) A permit shall not be issued if the inspection determines:

36
37 a. That the requested number of ~~dogs and/or cats~~ pets cannot be maintained without
38 creating noise or odor nuisances;

39
40 b. That the requested number of ~~dogs and/or cats~~ pets cannot be maintained in a
41 healthy and sanitary environment; or

42
43 c. That any ~~dogs and/or cats~~ pets at the location are not in compliance with all
44 provisions of this chapter.

1
2 (5) The owner shall correct or initiate corrections within seven days of the initial inspection,
3 unless otherwise stated by the inspecting officer. Subsequent inspection is required to
4 confirm corrections.

5
6 (6) By notice of adverse action, the division of animal control shall deny or revoke any
7 permit if it is determined that:

8
9 a. There has been a material misstatement or misrepresentation in the permit
10 application;

11
12 b. The owner has been convicted of his or her fifth violation of sections 4-35, 4-
13 36, 4-37 or 4-76 within a two-year period of filing an application or renewal.
14 The convictions may be for violations of the same section or any combination
15 of violations of the listed sections;

16
17 c. That the applicant/permit holder or any member of the household has
18 outstanding animal control fines or has failed to pay a fine or to request a hearing
19 in county court to answer the charges of any violations pending at the time of
20 application or renewal;

21
22 d. The permit holder or any of his or her agents have been convicted of a violation
23 of law involving cruelty to animals;

24
25 e. An animal under the care and responsibility of a permit holder has been found
26 to be in need of immediate veterinary care that, if not treated, would result in
27 unnecessary suffering, pain or death; or

28
29 f. The permit holder and/or ~~their~~ his or her employees/agents, is convicted of a
30 violation of any part of subsection (d) of this section.

31
32 (c) *Application review.* Within ten days of an inspection or receipt of an application for a
33 multiple pet permit, pursuant to subsection (b) of this section, the division of animal control shall issue
34 a written notice of approval or denial.

35
36 (d) *Violations.*

37
38 ~~(1) A person commits an offense if the person harbors a greater number of dogs and/or cats~~
39 ~~than allowed in section 4-44 without obtaining a permit. If a citation is issued, the person~~
40 ~~will then have 14 days from the issue date to comply with this section. Failure to comply~~
41 ~~within the stated time will result in a subsequent violation.~~

42
43 (12) A person commits an offense if the person is a holder of a permit and harbors more dogs
44 and/or cats pets than authorized in the permit. ~~If a citation is issued, the person will then~~

1 ~~have 14 days from the issue date to comply with this section. Failure to comply within~~
2 ~~the stated time will result in a subsequent violation.~~

3
4 (23) A person commits an offense if the person is a holder of a permit and the person refuses,
5 upon request by a county animal control officer during reasonable hours, to make his or
6 her pets, dogs and/or cats, premises, facilities, equipment, and or any necessary
7 registrations or permits available for inspection.

8
9 (34) A person commits an offense if the person is a holder of a permit and the person refuses
10 to show the permit upon request by a county animal control officer or law enforcement.

11
12 (45) A person commits an offense after an inspection has revealed noncompliance with this
13 chapter.

14
15 (5) For a violation of this section or section 4-44, the owner may be provided up to 30 days
16 to correct the violation.

17
18 (6) All animals in excess of those listed on the permit must be humanely disposed of by the
19 permit holder by means of returning to the owner, sale, gift, or euthanasia performed by
20 a licensed veterinarian. The permit holder shall provide the division of animal control
21 with written notification of the disposition and location of each animal, including the
22 name, address, and telephone number of each new owner if the animal has not been
23 euthanized as described above.

24
25 (e) ~~— *Appeal process.*~~

26
27 (1) ~~— Any permit holder or applicant who has been denied a permit or whose permit has been~~
28 ~~revoked may appeal this action to the division of animal control. A written petition for appeal must be~~
29 ~~filed with the division within ten days of the notice of adverse action. Otherwise, the denial or~~
30 ~~revocation of the permit shall become final.~~

31
32 (2) ~~— The appeal must be heard by the review committee within 30 calendar days after the~~
33 ~~permit holder or applicant has submitted a petition for appeal. The appeal may be delayed by the~~
34 ~~division beyond the 30 calendar days if the division experiences extenuating circumstances beyond its~~
35 ~~control.~~

36
37 (3) ~~— Such hearing shall be convened by the review committee. The review committee shall~~
38 ~~consist of a licensed veterinarian, the county sheriff or designee, and an informed citizen appointed by~~
39 ~~the Board of County Commissioners.~~

40
41 (4) ~~— In hearings before the review committee, formal rules of evidence shall not apply, but~~
42 ~~fundamental due process shall be observed and govern the proceedings. The review committee shall~~
43 ~~decide the issues based upon the preponderance of the evidence. If the review committee finds~~
44 ~~sufficient cause to deny or revoke a permit, its decision shall be final.~~

1
2 (5) — Request for continuance. If the permit holder or applicant cannot appear at any hearing
3 scheduled by the review committee, he shall contact the division of animal control no later than 48
4 hours prior to the hearing, requesting a one-time continuance to the next available date.

5
6 (6) — Waiver. If the permit holder or applicant fails to appear at the rescheduled multiple pet
7 hearing, then he shall be deemed to have waived his right to appear at such hearing. In such case, the
8 division of animal control shall proceed with the hearing and shall notify the permit holder or applicant,
9 in writing, of the findings of the committee.

10
11 (7) — Permit holder or applicant's right to contest final determination in the county court.

12
13 a — If the permit holder or applicant disputes the final determination of the review
14 committee, he may file a complaint seeking relief in the county court, within ten business days
15 following the date of receipt of the review committee's final determination.

16
17 b. — The complaint shall be served upon the chairman of the Board of County
18 Commissioners in accordance with F.S. ch. 48. A copy of the complaint seeking relief shall be served
19 upon the County Attorney's office.

20
21 c. — The complaint shall comply with the standards and requirements set forth in the Florida
22 Rules of Civil Procedures for bringing causes of actions.

23
24 d. — Burden of persuasion. A complaint to contest the final determination order of the review
25 committee shall be held by trial de novo in the county court. The party bringing the complaint shall
26 have the initial burden of going forward with the evidence at trial.

27
28 (8) — If no legal action has been served upon the county within the time period specified
29 above, or if the permit holder or applicant fails to appear at the judicial proceeding scheduled pursuant
30 to the foregoing subsection, then he shall be deemed to have waived his right to protest such denial or
31 revocation of the permit. In such case, the division of animal control shall proceed with revoking or
32 denying the permit.

33
34 (9) — If the county court finds that the denial or revocation of the permit was improper, as
35 defined in this chapter, the permit shall be reissued or issued.

36
37 (10) — The person receiving the notice of adverse action shall, until final determination of the
38 appeal, take whatever positive measures are necessary to prevent any future incidents from occurring.

39
40 **Section 5. Conflicts.**

41
42 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby
43 repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon

1 County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this
2 ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

3
4 **Section 6. Severability.**

5
6 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of
7 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and
8 portions of this Ordinance shall remain in full force and effect.

9
10 **Section 7. Effective Date.**

11
12 This ordinance shall have effect upon becoming law.

13
14 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,
15 Florida, this 14th day of April, 2020.

16
17 LEON COUNTY, FLORIDA

18
19
20 By: _____
21 Bryan Desloge, Chairman
22 Board of County Commissioners

23
24 ATTESTED BY:
25 Gwendolyn Marshall, Clerk of Court
26 & Comptroller, Leon County, Florida

27
28
29 By: _____

30
31 APPROVED AS TO FORM:
32 Leon County Attorney's Office

33
34
35 By: _____
36 Chasity H. O'Steen, Esq.
37 County Attorney

38
39
40 F90-00049

**Leon County
Board of County Commissioners**

Notes for Agenda Item #4

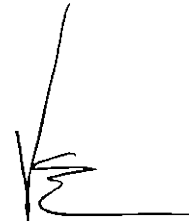
Leon County Board of County Commissioners

Agenda Item #4

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Request to Schedule the First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 10, the Land Development Code, to Correct Scrivener's Errors and Inadvertent Inconsistencies, for April 14, 2020 at 6:00 p.m.

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services

Statement of Issue:

This item seeks approval to schedule the first and only Public Hearing to consider adoption of an Ordinance to revise multiple sections of the Leon County Land Development Code (LDC), Chapter 10, to correct inadvertent inconsistencies and errors found throughout the LDC.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Schedule the first and only Public Hearing to consider adoption of an Ordinance amending Chapter 10 to correct inadvertent inconsistencies and scrivener's errors for April 14, 2020 at 6:00 p.m.

Title: Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 10, the Land Development Code, to Correct Scrivener's Errors and Inadvertent Inconsistencies for April 14, 2020 at 6:00 p.m.

February 25, 2020

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Report and Discussion

Background:

This item seeks approval to schedule the first and only Public Hearing to consider adoption of an Ordinance to amend multiple sections of the Leon County Land Development Code (LDC), Chapter 10 of the Leon County Code of Laws, to correct inadvertent inconsistencies and scrivener's errors.

Over a period of time, staff identifies errors in the LDC that need correction in order to ensure continued accuracy and consistency. An ongoing list of these corrections are maintained until there's sufficient quantity or legal concern to warrant an Ordinance amendment. As a result, an Ordinance is being prepared to correct these errors, along with proposed language to help clarify various definitions and other ambiguous existing language.

These updates have historically been provided to the Board every two to three years based on the scope of changes or legal concerns warranting such updates. The last update occurred in January 2017 which included an update of seventeen (17) sections of the LDC. It is anticipated that there will be nineteen (19) different sections of the LDC that will require amendments in this update.

Analysis:

The proposed amendments will fall generally into three categories. The first category includes the correction of incorrect code citations. The second category will clarify ambiguous language and inconsistencies. The final category will consist of updating old or outdated terminology and/or procedures. A chart which outlines and provides a general scope of the proposed amendments to the various sections of the LDC is included as Attachment #1.

The first category addresses incorrect code citations and corrects numerous citations within the LDC that are no longer valid. This typically is a result of other code amendments occurring over a period of time or, most recently, as a result of the reformatting of the LDC by the County Attorney's Office in the summer of 2019. For example, Section 10-6.812 (Communication Antennas and Communication Antenna Support Structures), has a number of incorrect citations that likely result from recent amendments to this section (adopted in 2017), along with the reformatting of the LDC, which was adopted in 2019. These citations need to be corrected to ensure the provisions referenced in those citations are accurate and valid.

The second category deals with clarifying ambiguous language and inconsistencies. This issue occurs over time as new technology and industries are created that weren't considered when the provision was adopted. These updates are also done to maintain consistency with other applicable code requirements or definitions. For example, Section 10-1.101 (Definitions) is being revised to clarify the definition of "Accessory building" to be consistent with the Florida Building Code (as amended). As a result of recent trends in permit activity, additional language is being added to the definition to clearly note that accessory buildings shall not contain independent living facilities

Title: Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Chapter 10, the Land Development Code, to Correct Scrivener's Errors and Inadvertent Inconsistencies for April 14, 2020 at 6:00 p.m.

February 25, 2020

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which render the structure a dwelling unit, as defined by the Florida Building Code. This will help ensure the proper permitting of accessory structures.

The third category addresses outdated or older terminology in the LDC. Oftentimes there are policies or procedures that have become outdated or are no longer valid as a result of statutory changes by the state legislature, or market and/or technology driven factors. One example would be the State of Florida's amendment in 2018 (HB 1151) to no longer require proposed large development projects to be reviewed as Developments of Regional Impact (DRI). There are many provisions within the LDC that continue to note the DRI as a separate review threshold and thus needs to be removed. The LDC will continue to maintain development review threshold provisions to address the processing of large development projects, including those that previously would have qualified as a DRI.

The ordinance being prepared will require review and input by the Advisory Group on Quality Growth (ACQG) at their February 17, 2020 meeting and a consistency review by the Planning Commission at a Public Hearing on March 3, 2020. The Ordinance will require final consideration by the Board at a public hearing. Therefore, staff is requesting the Board schedule the first and only public hearing for April 14, 2020 at 6:00 p.m.

Options:

1. Schedule the first and only Public Hearing to consider an Ordinance amending Chapter 10 to correct scrivener's errors and inadvertent inconsistencies for April 14, 2020 at 6:00 p.m.
2. Do not schedule the first and only Public Hearing to consider an Ordinance amending Chapter 10 to correct scrivener's errors and inadvertent inconsistencies for April 14, 2020 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Chart of Proposed Amendments

Section #	Proposed Code Amendment Section Title	Land Development Code Sections Affected	Description of Proposed Changes	Explanation
1	Definitions	10-1.101	Update/clarification to the definitions section	Updates the definitions of “building” and “development” to ensure the language is up to date, as well as clarifies some ambiguous language.
2	Criteria for granting waiver of non-conforming status	10-6.404	Correct reference to procedures for PELUC	Current language references Section 10-160 for PELUC procedures. The correct reference is Article VI, Division 3.
3	Industrial District	10-6.633(b)(1)	Update language to reflect DSEM as the department responsible for the determination of allowable uses	Current language says to telephone DSEM. There are other ways of communicating with DSEM, therefore, the appropriate term would be “contact.”
4	Bradfordville Commercial Auto-Oriented District (BC-1)	10-6.673(14)	Correct the reference to deviations	Current language refers to Article II for deviations. The correct reference is Article I.
5	Bradfordville Commercial Pedestrian-Oriented District (BC-2)	10-6.674(14)	Correct the reference to deviations	Current language refers to Division 3 for deviations. The correct reference is Article I.
6	Bradfordville Commercial Services District (BCS)	10-6.675(14)	Correct the reference to deviations	Current language refers to Division 8 for deviations. The correct reference is Article I.
7	Bradfordville Office Residential District (BOR)	10-6.676(11);	Correct the reference to OR-1;	Revise the reference to OR-1 to correctly state BOR;
		10-6.676(14)	Correct the reference to deviations	Current language refers to Article II for deviations. The correct reference is Article I.
8	Bradfordville Commercial Center District	10-6.680(b)	Clarify language regarding intensity and required review for warehousing	Current language is inconsistent with existing language in the Bradfordville zoning districts regarding intensity. Deviations are allowed for various sections including the intensity, therefore this language should be revised to note that the intensity shall not exceed the limits of the zoning districts, unless granted a deviation. For developments proposing warehousing, mini-warehousing or self-storage, the Type “D” review is inappropriate. Type “D” is more appropriate for PUD rezoning. The intent was to note these uses were special exceptions and to provide an elevated review. Type “C” is the appropriate review for special exceptions pursuant to Sec. 10-6.611.
9	Accessory Structures	10-6.802(a)(2);	Clarify the setbacks for accessory structures in Rural and clarify other site location standards;	For accessory structures in the Rural district, if located in the front yard, they shall, at minimum, meet the primary structure setbacks. Remove or clarify provisions in site location standards chart for other zoning districts.

		10-6.802(c)(3)	Update the requirement for securing swimming pools, hot tubs, etc.	Section 5-201 of Chapter 5, Building Code, provides more options to secure pools and similar structures rather than just a fence, therefore provision 3 is no longer necessary.
10	Accessory Uses	10-6.803(b)	Clarifying what defines an accessory dwelling	Proposed revisions to clarify the intent of the original ordinance for accessory dwellings will ensure accessory dwellings are clearly defined and the standards consistently applied.
11	Communication Antennas and Communication Antenna Support Structures	10-6.812	Correcting multiple incorrect citations	This section was revised in 2017; however, during the reformatting of the LDC last year, several citations are now incorrect. The proposed revisions will correct these inconsistencies.
12	Revised 2.1.9 Family Heir Subdivision Standards	10-7.202 10-7.202(b)	Update the section title; Correct an incorrect citation	This section was significantly revised in 2009 and the title of the section was revised accordingly. The title now is outdated and should be revised to state "Comprehensive Plan Policy 2.1.9; Family Heir Subdivision Standards". Subsection "b" should be revised to note that an application shall demonstrate compliance with <u>all</u> applicable requirements, not just one subsection.
13	One into Two Subdivision	10-7.205	Repeal this section; the ASAP provisions [10-7.402.7(a)] provide a streamlined process for a two-lot split	Both the one-into-two and the ASAP processes serve the same purpose: to subdivide land into two parcels. The ASAP process is by far the less complicated process utilized over the past several years. Staff recommends repealing the one-into-two provision. This will also require an update to the DSEM fee schedule. The amendment to the fee schedule will require a separate resolution not part of this ordinance.
14	Development Review and Approval System	10-7.402	Update permit review process; remove references to DRI and FQD; clarify and update multiple provisions in the exceptions chart	Update the PSD review process to be consistent with permit review procedures; remove references to DRI (repealed by the HB 1151 in 2018); clarify prerequisites for residential dwelling requirement; eliminate ag building requirements (consistent with Right to Farm Act); clarify prerequisites for new or expansion of uses; and clarify requirements for changes in use or tenancy
15	Effect of final approval, or approval with conditions of an application	10-7.410(c)	Removes the requirement for a development agreement for model home placement	The current language requires a building to enter into a development agreement that will specify the conditions for allowing up to three (3) model homes per approved subdivision. "Development agreement" is not the correct terminology; it should reference "model home agreement."
16	General layout design standards	10-7.502(c) 10-7.502(h)(1)	Refers to sections of the RP zoning district that are no longer valid Refers to Article X for minimum width and depth requirements for lots, which is not valid	Current language refers to sections of the RP zoning district that were revised in 2018 and no longer applicable. This subsection refers to Article X for minimum width and depth for lots. Article X is the Aquifer and Wellhead Protection regulations. The correct reference would be Article VI, Zoning, which provides your development standards for each zoning district.

17	Public sanitary sewer or on-site sewage disposal systems	10-7.524(j)	References a Policy in the Comprehensive Plan that has been renumbered	This paragraph refers to Policy 2.1.3[SS] of the Comprehensive Plan regarding wastewater flow per day for non-residential development; however, the policy was renumbered to Policy 2.1.2[SS].
18	General requirements for sidewalks with new development; fee-in-lieu of sidewalk construction	10-7.529(d) 10-7.529(5)(b)	Incorrectly cites a separate section that refers to street interconnection Should include conservation areas and correct reference to Article X	Subsection (d) refers to Section 10-7.502, General Layout and Design Standards, which refers to street interconnection and is not relevant to this provision. A fee-in-lieu of sidewalk construction consideration should also include potential impacts to conservation areas. The language incorrectly refers to the definitions of preservation (and conservation) areas as being located in Article X. These definitions are found in Article IV.
19	Number of off-street parking spaces	10-7.545(a); 10-7.545(b)	Schedule 6-2 needs to be updated to include requirements for duplexes and townhomes; Refers to loading spaces not "parking"	The schedule needs to include parking space requirements for two-family dwellings (duplexes) and SF attached dwellings (townhomes); Should correctly state that the required number of <u>parking</u> spaces are to be provided. Also, should be revised to indicate a parking study reviewed by the Parking Standards Committee is the proper procedure for this determination.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #5

Leon County Board of County Commissioners

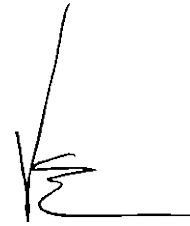
Agenda Item #5

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration to Join the Florida Hate Crime Coalition



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Heather Peeples, Special Projects Coordinator Andy Johnson, Assistant to the County Administrator Abby Sanders, Management Intern

Statement of Issue:

This agenda item seeks the Board's consideration to join the Florida Hate Crime Coalition as recommended by the Tallahassee-Leon County Commission on the Status of Women and Girls.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve joining the Florida Hate Crime Coalition and adopt the associated Resolution (Attachment #1).

Report and Discussion

Background:

On February 6, 2020, the Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG) sent a memo to the Board of County Commissioners (Attachment #2) recommending that Leon County join the Florida Hate Crime Coalition. The Florida Hate Crime Coalition was established in 2016 by the Anti-Defamation League (ADL) to advocate for an expanded hate crime law in Florida. There is no cost to join the Florida Hate Crime Coalition.

Recently, the Anti-Defamation League contacted the CSWG inviting it to join the Florida Hate Crime Coalition (Attachment #3). The Board established the CSWG in 2011 to promote awareness of issues pertaining to women and girls in Tallahassee and Leon County and to serve in an advisory role, providing input to the County and City Commissions as needed. The CSWG is also tasked with understanding current issues faced by female citizens. As one of Leon County's citizen advisory committees, it does not join advocacy coalitions, such as these, independently of the Board. Accordingly, the CSWG referred the invitation to join the Florida Hate Crime Coalition to the Board of County Commissioners for its consideration.

Analysis:

The Florida Hate Crime Coalition (FHCC) was established to support state legislation that would expand the definition of hate crimes by adding gender and gender identification to Florida Statutes governing the identification and prosecution of hate crimes. According to the Anti-Defamation League, hate crime laws are a way to protect marginalized people, bring awareness to these issues, and allow the number of such crimes to be tracked. Hate crimes are currently defined in Florida law as acts committed against people based on their personal characteristics. However, under the current law, gender-based criminal acts are not recognized as hate crimes and thus cannot be prosecuted as such. Further, the law does not recognize crimes based on physical disability or "association with" people of certain characteristics as hate crimes.

According to Federal Bureau of Investigation's data compiled by the ADL, hate crimes in Florida reached record-high rates in 2017 and 2018, which follows a national trend of increases in hate crimes. However, Florida law does not include crimes motivated by gender, such as the Tallahassee Hot Yoga shooting in 2018, as hate crimes. As a result, the true level of gender-motivated crimes is not reported, although the impacts of these crimes are felt throughout the State.

In 2017 and 2018, legislation supported by the FHCC was filed in both the House and the Senate but did not pass. Similar legislation has been filed for the 2020 Legislative Session (HB 655 and SB 940), and for the first time has received bipartisan sponsorship in the House. If approved, the bill would close five major loopholes regarding hate crime classification within the current state law. Specifically, these bills would:

- Provide a more expansive definition of disability, which is based on the Florida Civil Rights Act;
- Add the category of gender;

- Add the category of gender identity;
- Add coverage for “association with” hate crimes (where, for example, a person is victimized for being at a restaurant with African American or Hispanic friends); and
- Allow for prosecution of “mixed-motive” hate crimes (under current law, if there is a secondary motive for a crime, it is very difficult to prosecute a criminal act as a hate crime).

Since its inception, the FHCC has continued to grow with bipartisan and intergovernmental support across the State. In 2017, the Coalition consisted of 27 organizations; today, it is represented by over 260 members, including county commissions, city commissions, individual elected officials, law enforcement leaders, and nonprofit organizations. Locally, State Attorney Jack Campbell, Leon County Sheriff Walter McNeil, and Tallahassee Mayor John Dailey have joined the FHCC. There is no cost to join the FHCC should the Board wish to do so. By joining the FHCC, the Board would be demonstrating its support for the Coalition’s mission of advocating and calling for stronger hate crime laws in Florida.

Should the Board wish to join the FHCC, a Resolution to that effect is included as Attachment #1 to this agenda item. Upon the Board’s approval, staff would transmit a copy of the executed Resolution to the ADL. In addition, staff would engage the Commission on the Status of Women and Girls to participate in local advocacy efforts through social media awareness campaigns and educational programs.

Options:

1. Approve joining the Florida Hate Crime Coalition and adopt the associated Resolution (Attachment #1).
2. Do not approve joining the Florida Hate Crime Coalition.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Resolution to Join the Florida Hate Crime Coalition
2. February 6, 2020 Memo from the Tallahassee-Leon County Commission on the Status of Women and Girls
3. Anti-Defamation League Invitation to the Tallahassee-Leon County Commission on the Status of Women and Girls

LEON COUNTY RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AUTHORIZING THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS TO JOIN THE FLORIDA HATE CRIME COALITION (FHCC); AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Anti-Defamation League (ADL) is a leading anti-hate organization, founded in 1913 due to an escalating climate of anti-Semitism and bigotry; and

WHEREAS, the ADL is a global leader in exposing extremism and delivering anti-bias education, and is a leading organization in training law enforcement; and

WHEREAS, the ADL's ultimate goal is a world in which no group or individual suffers from bias, discrimination, or hate; and

WHEREAS, the Florida Hate Crime Coalition (FHCC) was established in 2016 by the ADL to advocate for and expand comprehensive hate crime laws in Florida, and

WHEREAS, partnered with over 260 members including county commissions, city commissions, individual elected officials, law enforcement leaders, and non-profit organization, FHCC's mission is to secure amendments to Florida's hate crime law that would protect all Floridians; and

WHEREAS, the Board of County Commissioners of Leon County (Board) believes that diversity within our community is a source of strength and opportunity; and

WHEREAS, the Board chooses to lead in promoting tolerance, inclusion, human rights, social justice, and public safety; standing together in opposing manifestations of hate, acts of intolerance; and reaffirming its values of inclusion, respect and justice; and

WHEREAS, the Board finds it to be in the best interest of Leon County to join the FHCC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. The aforementioned recitals are true and correct.

Section 2. The Board of County Commissioners hereby authorizes and directs the County Administrator to take the necessary steps for the Board to join the FHCC.

Section 3. This Resolution shall take effect immediately upon approval.

1 PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida,
2 this 25th day of February 2020.

3
4 LEON COUNTY, FLORIDA

5
6
7 By: _____
8 Bryan Desloge, Chairman
9 Board of County Commissioners

10
11 ATTESTED BY:
12 Gwendolyn Marshall, Clerk of Court
13 & Comptroller, Leon County, Florida

14
15
16 By: _____
17 Gwendolyn Marshall, Clerk

18
19 APPROVED AS TO FORM:
20 Leon County Attorney's Office

21
22
23 By: _____
24 Herbert W. A. Thiele, Esq.
25 County Attorney



2019-2020 Commissioners

Darby Kerrigan Scott, Chair
Elizabeth Jakubowski,
Co-Chair

Jasmine Ali
Carrie Boyd
Cicely Brantley
Cynthia Colas
April Dietz
Rebekah Dorn
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Gina Giacomo
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Samantha Vance

Tallahassee/Leon County
Commission on the Status of
Women and Girls is proudly
staffed by The Oasis Center for
Women & Girls, Inc.

(850) 222-2747
CSWGStaff
@theoasiscenter.net

Catherine Register,
Staff Liaison



February 6th, 2020

Policy Recommendation Memo: Gender-Based Violence Recognized as Hate Crime

Dear Board of County Commissioners,

By way of this letter, the Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG) respectfully recommends that the BOCC join the Florida Hate Crime Coalition.

The Florida Hate Crime Coalition is currently led by the Anti-Defamation League and has accrued bipartisan and intergovernmental support across the state. The purpose of the Coalition is to support state legislation that would add gender and gender identity to the Florida Statute governing the identification and prosecution of hate crimes.

Membership by the BOCC would indicate solidarity of support for women and girls in Tallahassee-Leon County and represent active intention to address gender-based violence that threatens our residents' wellbeing. Mayor John Dailey of the City of Tallahassee, State Attorney Jack Campbell of the 2nd Judicial Circuit, and Sheriff Walter McNeil of the Leon County Sheriff's Office have all expressed support. The full list of membership is attached.

Currently, the State of Florida *does not* recognize gender-based criminal acts as hate crimes, nor does it recognize crimes based on physical disability and gender identity as hate crimes. However, 2017 and 2018 brought record-high hate crime levels for the state, according to the Federal Bureau of Investigation (Florida.adl.org, 2019). Statistics from the U. S. Department of Justice show that nearly one-third of hate crimes are motivated by gender (The Marshall Project, 2019).



2019-2020 Commissioners

Darby Kerrigan Scott, Chair
Elizabeth Jakubowski,
Co-Chair

Jasmine Ali
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Catherine Register,
Staff Liaison



These statistics do not account for the violent events that have dramatically impacted our Leon County community, such as the gender-based attack at the Hot Yoga Studio in October 2018, where two women were murdered, and five people were wounded. The perpetrator was found to have a long history of hatred against women, documented misogynistic views, and previous assaults on women that were not prosecuted.

According to data cited by the founder of Maura’s Voice, the father of one of the victims of this shooting, violent crimes in Florida are at a 16-year high. Recognizing the motivation of a full third of these tragic events in state statute and providing the justice system with the tools to appropriately prosecute and deter these crimes can improve the safety and security of our female-identifying residents, who represent more than half of the Leon County population.

There is bipartisan support for adding gender-based crimes to the classification of hate crimes in Florida. The bill that would expand Florida’s definition of hate crimes is only now gaining traction due to the support of citizens and intergovernmental groups such as the Florida Hate Crime Coalition. Support by the BOCC for this coalition would strengthen the considerable statewide support and allow the CSWG to officially join the conversation as well.

Violence against women remains a significant and pervasive barrier to the wellbeing of women and girls in Leon County. Your support for this issue is important and appropriate. The CSWG applauds your consideration of this recommendation and urges you to vote in support of joining the Florida Hate Crime Coalition. Please do not hesitate to reach out to the CSWG if we can assist in your evaluation of this policy decision.

Respectfully,
Darby Kerrigan Scott
2019-2020 Chair

We are contacting you to invite your organization, **Tallahassee/Leon County Commission on the Status of Women and Girls**, to join the Florida Hate Crime Coalition (FHCC). With a mission to make Florida's hate crime law comprehensive, the FHCC is composed of [268](#) members, including elected officials (40 Mayors, 6 County Commissioners, 3 City Commissions, and 27 City Commissioners/Town Councilors), law enforcement leaders (15 Police Chiefs, 3 Police Departments, 4 Sheriffs, 7 State Attorneys, and 2 Law Enforcement Associations), a host of civil rights groups, and other non-profit organizations. We believe that everyone should have a vested interest in ensuring that Florida is a safe place for all – residents and tourists alike. If anyone who is involved with your organization is at risk of being victimized by a hate crime simply for who they are, what religion they practice, who they love, or what their national origin may be (all examples that *are* currently covered under the hate crime law), then they should care that many of their fellow Floridians and those who visit our state, are ***not*** currently covered under our hate crime law.

In 2016, the Anti-Defamation League (ADL) established the Florida Hate Crimes Coalition (FHCC) to advocate for an expanded hate crime law in Florida. In 2017, the Coalition – then composed of 27 organizations – had legislation filed by Senator Rader and Representative Pritchett. In 2018, the Coalition grew to 48 members, our legislation was filed by Senator Kevin Rader and Representative Joseph Geller, and our bill was successfully passed through its first committee in the Senate. For 2019, our bill was once again filed by Senator Rader and Representative Geller, and our Coalition succeeded in quadrupling in size, from 48 members to over 200.

2020 is the first legislative session that our bill has secured bipartisan sponsorship, across party lines. Representative Joseph Geller (D – Miami-Dade) filed [HB 655](#) with Representative Rick Stark (D – Weston), head of the Jewish Legislative Caucus, as the Co-Prime Sponsor and Representative Jackie Toledo (R – Tampa) as the First Co-Sponsor on the bill. State Senator Kevin Rader filed [SB 940](#) in the Florida Senate once again.

Compared to other states, Florida has a relatively strong hate crimes law. However, it has multiple gaps that need to be addressed. Our legislation will address these issues by doing the following:

- It would provide a more expansive definition of **disability**, which is based on the Florida Civil Rights Act;
- It would add the category of **gender**;
- It would add the category of **gender identity**;
- It would add coverage for “**association with**” hate crimes, where for example a person is victimized for being at a restaurant with African American or Hispanic friends; and
- It would allow for prosecution of “**mixed-motive**” hate crimes. (Under current law, if there is a secondary motive for a crime, it is very difficult to prosecute a criminal act as a hate crime.) So for example, a hate crime cannot be charged if a perpetrator involved in a fender-bender assaults the other driver while yelling both racial epithets and angry remarks about the accident at the victim.

Our Frequently Asked Questions (F.A.Q.) sheet can be found [here](#), which provides in-depth background information on the bill's revisions to the law and the need for closing these

loopholes. It is also worth noting that our efforts have garnered some media coverage recently. There was a [fantastic article](#) published in the Orlando Sentinel on April 12, 2019, highlighting the need for closing these loopholes in our hate crime law. Jeff Binkley, the father of one of the two women slain in the Tallahassee Yoga Studio shooting, had an op-ed run in the Pensacola News Journal on March 27, 2019 called [Florida's Hate Crimes Law Needs Update](#). The Florida Phoenix ran an article on February 14, 2019 titled [FL Hate Crimes Law Excludes Women and The Disabled. 'What Does That Say About Our State?'](#)

There is no cost to join the coalition, and the only minimum requirement is showing your public support by lending your name to the coalition. That being said, if you are willing and able to do more, we ask that you consider any of the following types of advocacy to assist in FHCC efforts:

- Disseminate Action Alerts on this legislation;
- Conduct social media on the legislation or issue;
- Appear at or speak at press conferences;
- Meet with legislators;
- Appear or testify at legislative hearings;
- Provide a forum to educate the community about hate crimes; or
- Draft Op-Eds or Letters to Editor on the legislation or hate crimes in general

Given your organization's specific focus, I thought you might like to know that the following elected officials, members of law enforcement leadership, and public offices have already joined the FHCC:

- Mayor Jose Alvarez, City of Kissimmee
- Mayor Russ Barley, City of Freeport
- Mayor Bill Barnett, City of Naples
- Mayor Philippe Bien-Aime, City of North Miami
- Mayor Scott Brook, City of Coral Springs
- Mayor Karyn Cunningham, Village of Palmetto Bay
- Mayor John Dailey, City of Tallahassee
- Mayor Daniel E. Dietch, Town of Surfside
- Mayor Buddy Dyer, City of Orlando
- Mayor Justin Flippen, City of Wilton Manors
- Mayor Eugene Fultz, City of Lake Wales
- Mayor Dan Gelber, City of Miami Beach
- Mayor Michelle J. Gomez, City of Tamarac
- Mayor Howell Grimm, Jr., City of Everglades
- Mayor Gabriel Groisman, Bal Harbour Village
- Mayor Rex Hardin, City of Pompano Beach
- Mayor Carlos Hernandez, City of Hialeah
- Mayor Christine Hunschofsky, City of Parkland
- Mayor Capt. Gary Jarvis, City of Destin
- Mayor Teri Johnston, City of Key West
- Mayor Bernard Klepach, Indian Creek Village
- Mayor Josh Levy, City of Hollywood
- Mayor Sean Lynch, Town of Baldwin

- Mayor Johnny Miller, U.S. Navy (Ret.), City of Fernandina Beach
- Mayor Gregory Oravec, City of Port St. Lucie
- Mayor Frank Ortis, City of Pembroke Pines
- Mayor Lauren Poe, City of Gainesville
- Mayor Michael Ryan, City of Sunrise
- Mayor Jaccarie D. Simons, City of Arcadia
- Mayor Scott Singer, City of Boca Raton
- Mayor Daniel J. Stermer, City of Weston
- Mayor Matthew Surrency, City of Hawthorne
- Mayor Dean Trantalis, City of Fort Lauderdale
- Mayor Tracy Truppman, City of Biscayne Park
- Mayor Raúl Valdés-Fauli, City of Coral Gables
- Mayor Enid Weisman, City of Aventura
- Mayor Sandra Welch, City of Coconut Creek
- Mayor Morris West, Haines City
- State Attorney Dave Aronberg, 15th Judicial Circuit
- State Attorney Aramis Ayala, 9th Judicial Circuit
- State Attorney Jack Campbell, 2nd Judicial Circuit
- State Attorney Katherine Fernandez Rundle, 12th Judicial Circuit
- State Attorney Michael Satz, 17th Judicial Circuit
- State Attorney Dennis Ward, 16th Judicial Circuit
- State Attorney Andrew Warren, 13th Judicial Circuit
- Sheriff Ric Bradshaw, Palm Beach County Sheriff's Office
- Sheriff Sadie Darnell, Alachua County Sheriff's Office
- Sheriff John Mina, Orange County Sheriff's Office
- Sheriff Walter McNeil, Leon County Sheriff's Office
- Chief Nelson Andreu, West Miami Police Department
- Chief Jorge Colina, Miami Police Department
- Chief Brian Dugan, Tampa Police Department
- Chief Raleigh Flowers, Jr., Bal Harbour Police Department
- Chief Armando Guzman, Miami Springs Police Department
- Chief Edward Hudak, Coral Gables Police Department
- Chief Larry Juriga, North Miami Police Department
- Chief Robert G. Mangold, Atlantis Police Department
- Chief Sarah J. Mooney, West Palm Beach Police Department
- Chief Paul O'Connell, Wilton Manors Police Department
- Chief Jeffrey M. O'Dell, Kissimmee Police Department
- Chief Bryan Pegues, Aventura Police Department
- Chief Orlando Rolon, Orlando Police Department
- Chief Anthony W. Rosa, Sunrise Police Department
- Chief Daniel Slaughter, Clearwater Police Department
- Florida State Lodge of the Fraternal Order of Police
- Broward County Chiefs of Police Association (BCCPA)
- Miami-Dade Police Department
- Saint Petersburg Police Department
- Satellite Beach Police Department

- **Broward County Commission on the Status of Women**
- Broward County Human Rights Board
- Pinellas County Office of Human Rights
- Miami-Dade County Commission Chairwoman Audrey M. Edmonson
- Miami-Dade County Commissioner Sally A. Heyman
- Miami-Dade County Commissioner Eileen Higgins
- **Miami-Dade County Commission for Women**
- Palm Beach County Commission Vice Mayor Robert Weinroth
- Palm Beach County Commissioner Hal Valeche
- Palm Beach County Commissioner Gregg Weiss
- City of Bartow City Commission
- City of North Miami Beach City Commission
- City of Wilton Manors City Commission
- City of Tampa Office of Human Rights
- Vice Mayor Marlon Bolton, City of Tamarac
- Vice Mayor Joshua Fuller, Town of Bay Harbor Islands
- Vice Mayor Daniel Gielchinsky, Town of Surfside
- Commissioner Anthony Caggiano, Margate City Commission
- Commissioner Julie Carson, Wilton Manors City Commission
- Commissioner Angelo Castillo, Pembroke Pines City Commission
- Commissioner Ken Cutler, Parkland City Commission
- Commissioner Gregory Davila, Key West City Commission
- Commissioner Steven Glassman, Fort Lauderdale City Commission
- Commissioner Jayne Hall, City Commission of Haines City
- Commissioner Mary Lou Hoover, Key West City Commission
- Commissioner Gail Johnson, Gainesville City Commission
- Commissioner Michele Lazarow, Hallandale Beach City Commission
- Commissioner Gladys Mizrahi, Aventura City Commission
- Commissioner Massimo Pulcini, City Commission of Cooper City
- Commissioner Gary Resnick, Wilton Manors City Commission
- Commissioner Joshua Rydell, Coconut Creek City Commission
- Commissioner Patty Sheehan, Orlando City Council
- Commissioner Fortuna Smukler, North Miami Beach City Commission
- Commissioner Becky Tooley, Coconut Creek City Commission
- Commissioner Howard Weinberg, Aventura City Commission
- Council Member Erik Anderson, Plantation City Council
- Council Member Denise Horland, Plantation City Council
- Council Member Ilan Kaufer, Jupiter Town Council
- Council Member Skip Overdier, Destin City Council
- Council Member Prebble Ramswell, Destin City Council
- Council Member Andy Thomson, Boca Raton City Council
- Council Member Judy Wertz Strickland, Arcadia City Council

We look forward to hearing from you, and thank you in advance for your consideration of this request!

Sincerely,
Eric

ERIC ROSS

Senior Associate Regional Director

ADL Florida Region
5295 Town Center Road, Ste. 300
Boca Raton, FL 33486
t: 561-988-2944
c: 561-325-2497
ERoss@adl.org / @ERoss1010
florida.adl.org

**Leon County
Board of County Commissioners**

Notes for Agenda Item #6

Leon County Board of County Commissioners

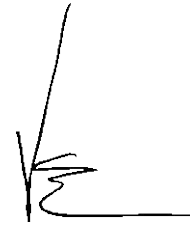
Agenda Item #6

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on the Gadsden Street Sidewalk Project



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director of Public Works
Lead Staff/ Project Team:	Charles Wu, P.E., Director of Engineering Services Chris Muehlemann, P.E., Chief of Engineering Design Sam Ijeoma, P.E., Senior Design Engineer

Statement of Issue:

This item provides the Board a status report on the Gadsden Street Sidewalk project from Sixth to Eighth Avenues.

Fiscal Impact:

This item has a fiscal impact. Adequate funds are included in the Sidewalk Program capital improvement budget for the Gadsden Street Sidewalk construction on the east side from Sixth Avenue to Eighth Avenue. This item presents an estimated \$50,000 cost savings for right-of-way acquisitions and positions the County to be eligible for a competitive grant program to secure construction funding.

Staff Recommendation:

Option #1: Accept the status report on the Gadsden Street Sidewalk Project to eliminate the northbound outside lane on Gadsden Street between Sixth Avenue and Eighth Avenue for sidewalk construction.

Report and Discussion

Background:

This status report provides an update on the Gadsden Street Sidewalk project, which advances the following FY2017-FY2021 Strategic Initiative and 5-Year Target:

- *Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2017-9)*
- *Construct 30 miles of sidewalks, greenways, and trails. (T8)*

This particular Strategic Initiative and 5-Year Target aligns with the Board's Quality of Life Strategic Priorities:

- *(Q5) Support strong neighborhoods.*
- *(Q6) Promote livability, health, and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.*

This item keeps the Board apprised of the proposal to complete a "gap" in the east side sidewalk on Gadsden Street from Ingleside Avenue to Eighth Avenue. As discussed later in this item, to minimize right-of-way acquisition costs for this project and possible negative impacts to adjacent property owners, an analysis was conducted on the ongoing need for the far-right traffic lane on Gadsden Street (heading north) between Sixth Avenue and Eighth Avenue. Based on an engineering traffic analysis, the underutilized far right outside traffic lane is not needed to maintain traffic flow and is recommended to be replaced with the proposed sidewalk. The traffic analysis indicates this lane elimination will not have a negative impact on traffic flow through this area; during rush hour traffic, approximately 2% of the traffic uses this lane (17 vehicles), while 850 vehicles use the adjacent lane heading north. As Gadsden Street is a County Road, the County is responsible for the construction of the sidewalk. Upon completion of the project, the City will be responsible for the sidewalk's ongoing maintenance. The CRTPA and City concur with the proposed project.

During the April 28, 2015 Budget Workshop, and ratified at the May 12, 2015 meeting, the Board adopted the revised Policy No. 13-1, "Sidewalk Eligibility and Criteria for Implementation" (Attachment #2) and approved the Safe Route to School (SRTS) and Community Sidewalk Enhancements Tier Prioritization List. The Policy acknowledges that while SRTS sidewalks were of the highest priority, the Board also recognized that other sidewalks throughout the County provided a significant benefit which warranted funding consideration. As a result, Policy No. 13-1 provided for the new, community sidewalk enhancement category and the prioritization of projects into four tiers within the SRTS and Community Sidewalk Enhancement categories.

The Gadsden Street Sidewalk project consists of two segments from Ingleside Avenue to Seventh Avenue and from Seventh Avenue to Eighth Avenue (Attachment #1) and pursuant to the Sidewalk Policy is currently funded as part of the Tier 1 Community Sidewalk Enhancements Projects category:

- The sidewalk from Ingleside Avenue to Sixth Avenue was completed by the City with funding from the Florida Department of Transportation to improve Sixth Avenue.
- The remainder of the project calls for the construction of a sidewalk to extend from Sixth Avenue to Seventh Avenue and then from Seventh Avenue to Eighth Avenue.

Public Works has been coordinating with the Capital Region Transportation Planning Agency (CRTPA) and City of Tallahassee staff on the Gadsden Street sidewalk due to the City's maintenance responsibilities along Gadsden Street behind the curb and gutter and the CRTPA's role in managing the Midtown Area Transportation Study, including a planned sidewalk on the west side of Gadsden Street. The CRTPA completed Phase I of the Midtown Transportation Plan in 2018 and provided a traffic operations study to gain a better understanding of the travel patterns in and around the Midtown area as well as the identification and evaluation of potential mobility improvements. The Phase I Plan was presented to the CRTPA Board on February 20, 2018. This transportation study boundary includes Gadsden Street.

Phase II of the CRTPA's Midtown Area Transportation Plan was initiated in Spring 2019 and builds upon the options identified and evaluated in Phase I. The intent of Phase II is to gather significant public input regarding the multi-modal improvements needed to make walking, bicycling, and transit use both easier and more pleasant in the Midtown area. Ultimately, the Plan will focus on the implementation of these multi-modal improvements in a manner that reduces impacts (such as the need to purchase right-of-way) and maintains the character of Midtown. Phase II of the Midtown Area Transportation Plan is anticipated to be completed in April 2020.

CRTPA secured funding from the Florida Department of Transportation (FDOT) to design a sidewalk on the west side of Gadsden Street between Sixth Avenue and Seventh Avenue and is working with FDOT to design this project. Funding for the construction of a sidewalk on the west side of Gadsden (between Sixth Avenue and Seventh Avenue) was sought by the CRTPA due to the observed presence of pedestrians walking in the westernmost lane of Gadsden Street due to the absence of a sidewalk at this location.

Analysis:

Staff and the design consultant evaluated alternatives to minimize, or if possible, eliminate any property acquisitions for this project. Currently, there is insufficient right-of-way to complete the sidewalk project within existing County owned land. As shown in the attached images (Attachment # 2), a design to build the sidewalk with the acquisition of additional rights-of-way would have significant impacts to the adjacent properties, including:

- Trees – Eight trees would be impacted.
- Landscaping – shrubs between Seventh Avenue and Eighth Avenue would be removed.
- Driveway – One driveway between Sixth Avenue and Seventh Avenue would be shortened.
- Retaining Wall – 130 feet of retaining wall between Seventh Avenue and Eighth Avenue would be rebuilt.

As a result of the coordination with City and CRTPA, the recommended option eliminates the northbound outside through lane on Gadsden Street between Sixth Avenue and Eighth Avenue and uses this space for sidewalk construction. Based on a traffic analysis by Public Works, the elimination of this segment of the northbound outside through lane would not have major impacts to Gadsden Street traffic because it is underutilized. In order to verify the traffic pattern and actual usage of the northbound outside lane, a field test was conducted in May 2019. The traffic data shows that the outside northbound thru lane is heavily underutilized with 98% of the thru traffic during the p.m. peak hour using the inside thru lane (Attachment #3). The estimated cost saving for right-of-way acquisitions with the northbound outside lane removal is approximately \$50,000. By completing the sidewalk on the east side of Gadsden Street from Sixth Avenue to Eighth Avenue, there will be a continuous sidewalk of approximately 1.67 miles from Bloxham Street by the Cascades Park to Thomasville Road.

The removal of the outside northbound lane would allow the County to pursue a Transportation Alternative grant to leverage construction funding for this sidewalk project. Should the County be selected for the grant, it may take several years for construction funding to be awarded to the County based on available funding. If the northbound outside lane is removed, there will be space to build the sidewalk on the east side and to accommodate much of the sidewalk to be built by CRTPA on the west side without impacting traffic flow. The CRTPA has requested this segment of Gadsden Street be realigned through new striping to preserve room for the sidewalk on the west side between Sixth Avenue and Seventh Avenue after the northbound lane is removed.

Staff will participate in the next Midtown Transportation Plan – Phase II public meeting organized by CRTPA to share the design concept using the northbound outside lane for sidewalk construction.

Options:

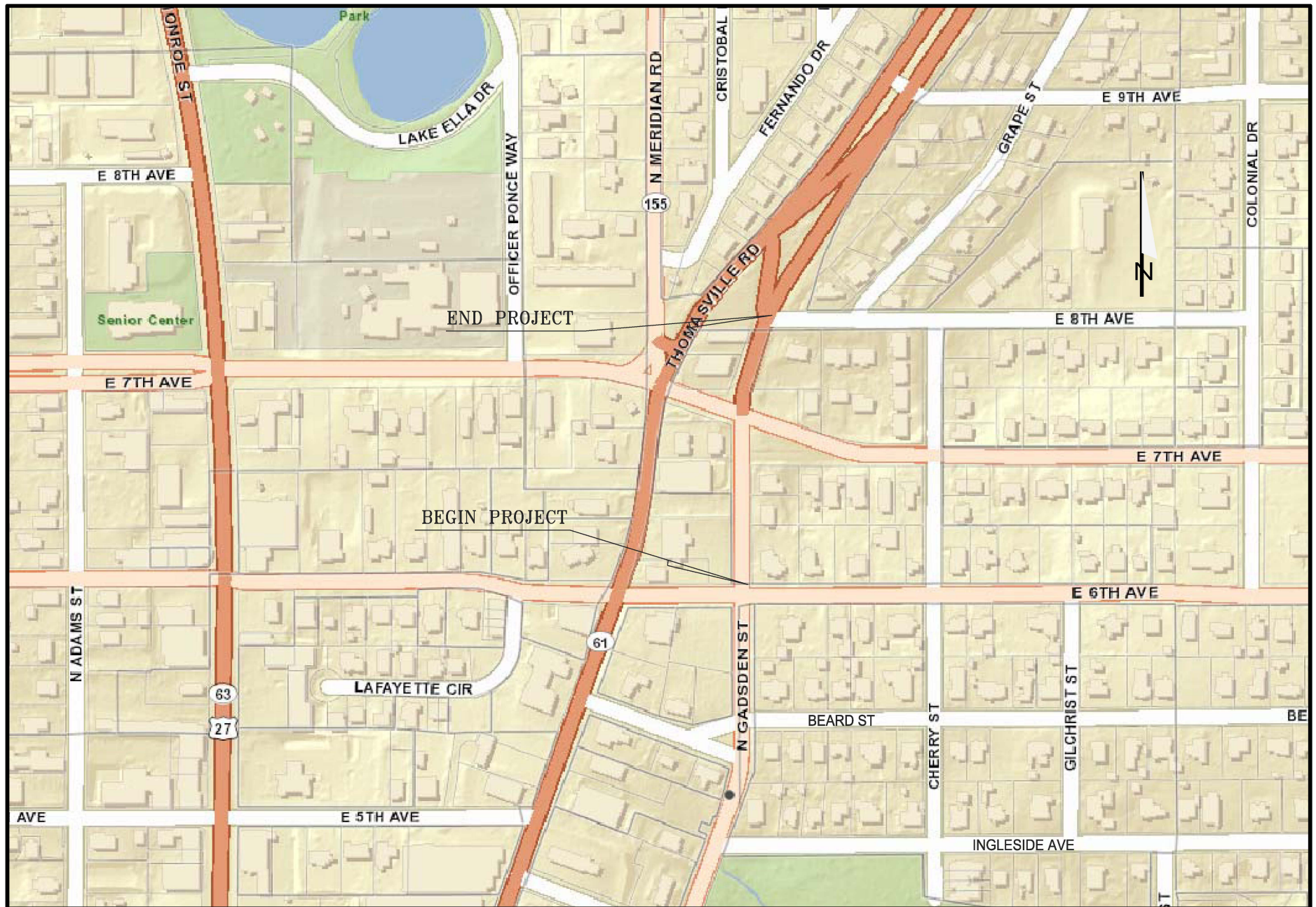
1. Accept the status report on the Gadsden Street Sidewalk Project to eliminate the northbound outside lane on Gadsden Street between Sixth Avenue and Eighth Avenue for sidewalk construction.
2. Do not accept the status report on the Gadsden Street Sidewalk Project.
3. Board direction.

Recommendation:

Option #1



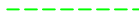

Attachments:

1. Location map
2. Street images showing property impacts
3. Traffic volume distribution map





LEGEND

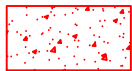
-  PROPOSED CONCRETE SIDEWALK
-  PROPOSED RIGHT OF WAY
-  PROPOSED TCE
-  EXISTING RIGHT OF WAY





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LEGEND



PROPOSED CONCRETE SIDEWALK

----- PROPOSED RIGHT OF WAY

----- PROPOSED TCE

----- EXISTING RIGHT OF WAY

POWER POLE AND GUYWIRE TO BE RELOCATED



EXISTING TREE TO BE REMOVED

POWER POLE TO BE RELOCATED



ADDITIONAL R/W

Looking North on the East Side

1351 N Gadsden St
Tallahassee, Florida
View on Google Maps



LEGEND



PROPOSED CONCRETE SIDEWALK

----- PROPOSED RIGHT OF WAY

----- PROPOSED TCE

----- EXISTING RIGHT OF WAY

RETAINING WALL
GUYWIRE TO BE
REMOVED



EXISTING TREE &
SHRUBS TO
BE REMOVED

SIGN TO BE
RELOCATED

Looking North on the East Side





Note:

Existing traffic volume condition of the northbound lane of Gadsden Street during the PM peak period.





Note:
Traffic volume of the northbound approach at the intersection of Gadsden Street & 7th Avenue for the thru-lane of Gadsden Street during the PM peak period with the easternmost northbound thru lane closed.



**Leon County
Board of County Commissioners**

Notes for Agenda Item #7

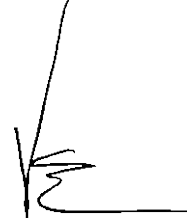
Leon County Board of County Commissioners

Agenda Item #7

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Minority Women Small Business Enterprise Policy and the Proposed Revisions to County Policy No. 96-1, "Purchasing Policy"

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Shelly Kelley, Purchasing Director Cristina Paredes, Director, Office of Economic Vitality Darryl Jones, Deputy Director, Minority, Women, & Small Business Enterprise Division

Statement of Issue:

This agenda item seeks Board approval of the consolidated Minority, Women, and Small Business Enterprise (MWSBE) Policy and corresponding update to County Purchasing Policy.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the Minority, Women, Small Business Enterprise Policy (Attachment #1) for the County and adopt the revised County Policy No. 96-1, "Purchasing Policy" (Attachment #2).

Report and Discussion

Background:

This agenda item seeks Board approval of the proposed consolidated County, City and Blueprint Intergovernmental Agency, Minority, Women, and Small Business Enterprise (MWSBE) Policy and the corresponding revision to the County Purchasing Policy No. 96-1. The proposed revision to the Purchasing Policy provides that County solicitations be conducted in compliance with the consolidated MWSBE Policy.

The 2019 Disparity Study considered the expenditures of the City of Tallahassee, Leon County Government, and Blueprint Intergovernmental Agency (IA), and compared the utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms to their availability in the relevant market area. The 2019 Disparity Study revealed evidence of disparity to support not only a continued race- and gender-conscious MWSBE Program but a single, consolidated MWSBE Program that serves all three entities.

In addition, the 2019 Disparity Study included new, consolidated aspirational goals for all three entities adopted by the Blueprint Intergovernmental Agency Board at its June 27, 2019 meeting. The aspirational goals represent payments to certified firms performing work on City, County, and Blueprint IA projects as a percentage of total spending. The aspirational goals for MBE and WBE spending are presented below:

2019 Disparity Study Aspirational Goals

Procurement Category	Aspirational MBE Goal	Aspirational WBE Goal
Construction Prime Contractors	5.00%	4.00%
Construction Subcontractors	14.00%	9.00%
Architecture & Engineering	8.00%	6.00%
Professional Services	5.00%	6.00%
Other Services	6.00%	8.00%
Materials and Supplies	1.00%	6.00%

Following IA Board acceptance of the 2019 Disparity Study on June 27, 2019, the Disparity Study became the basis of the proposed consolidated MWSBE Policy. Representatives of the City, County, and Blueprint IA considered the twelve recommendations set forth in the 2019 Disparity Study to develop consolidated MWSBE Policy, and necessary revisions to the County Purchasing Policy presented in this agenda item.

On January 30, 2020, the IA Board approved the consolidated MWSBE Policy (Attachment #1). The IA agenda item considering the adoption is reflected as Attachment #4.

Analysis:

An amendment to the County Purchasing Policy is necessary for the MWSBE Division to administer the consolidated MWSBE Policy. This uniformity includes the MWSBE Division setting narrowly tailored goals for solicitations, analyzing bid responses, and providing contract compliance monitoring and oversight for all jurisdictions. The revisions to the specific portions of the Purchasing Policy are presented below:

- Update the Table of Contents to reflect the proposed revisions.
- Revise Section 5.01 Utilization of Minority, Women, and Small Business Enterprises to reflect that Leon County procurement activities will be conducted in compliance with the Tallahassee-Leon County Office of Economic Vitality Minority Women, and Small Business Enterprise Policy.
- Change all references to "Minority, Women, and Small Business Enterprise program" to "Tallahassee – Leon County Office of Economic Vitality Minority, Women, and Small Business Enterprise Policy."
- Delete Part B: Minority Women and Small Business Enterprise Program in its entirety (the current Leon County MWSBE policy.)

The proposed consolidated MWSBE Policy lays the foundation for a successful program of work for the MWSBE Division and the ability of City, County, and Blueprint IA to meet the aspirational goals identified in the 2019 Disparity Study.

Once approved, the consolidated MWSBE Policy will serve all three entities with one uniform program. Following the approval of all three entities and revision of all corresponding procurement policies, the consolidated MWSBE Policy will become effective April 1, 2020. Prior to the effective date, the MWSBE Division and City Procurement Services and County Purchasing Divisions will work to familiarize both project managers and vendors with the new MWSBE Policy, and associated forms, through workshops and community engagement. Following April 1st, all new solicitations issued by the City, County, and Blueprint IA will follow the consolidated MWSBE Policy as administered by the Tallahassee – Leon County Office of Economic Vitality MWSBE Division.

Options:

1. Approve the Minority, Women, Small Business Enterprise Policy (Attachment #1) for the County and adopt the revised County Policy No. 96-1, "Purchasing Policy" (Attachment #2).
2. Do not approve the Minority, Women, Small Business Enterprise Policy for the County and do not adopt the revised County Policy No. 96-1, "Purchasing Policy."
3. Board direction.

Recommendation:

Option #1

Title: Minority Women Small Business Enterprise Policy and the Proposed Revisions to County Policy No. 96-1, "Purchasing Policy"

February 25, 2020

Page 4

Attachments:

1. Proposed County / City / Blueprint Minority, Women, Small Business Enterprise Policy
2. Proposed Revised County Policy No. 96-1, "Purchasing Policy", final
3. Proposed Revised County Policy No. 96-1, "Purchasing Policy" with strike-through and underline
4. January 30, 2020 Minority Women Small Business Enterprise Policy IA Agenda Item

MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISE POLICY

Leon County Government
City of Tallahassee
Blueprint Intergovernmental Agency

MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISE POLICY

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I. AUTHORITY

This policy supersedes City of Tallahassee MWSBE Policies 16.5, adopted January 22, 2014, and Leon County Purchasing Policy No. 96-1 Part B, adopted June 20, 2017. The City of Tallahassee, FL (City) adopted this policy on (date). Leon County Government (County) adopted this policy on (date). The Blueprint Intergovernmental Agency (Blueprint) Board of Directors (IA Board) adopted this policy on January 30, 2020. This consolidated policy will be administered by the Minority, Women, and Small Business Enterprise (MWSBE) Division of the Office of Economic Vitality (OEV). Following approval of all three entities, this policy will become effective on April 1, 2020.

II. SCOPE AND APPLICABILITY

This policy is applicable to solicitations advertised by any and all City, County, and Blueprint officials and departments.¹ All three entities reserve those rights set forth in their respective purchasing and procurement policies to the extent they are not in conflict with this MWSBE Policy.

III. POLICY STATEMENT

Pursuant to City of Tallahassee Administrative Policies and Procedures Manual Section No. 1204 and Leon County Government Policy No. 18-1, the City, County, and Blueprint will not tolerate any form of discrimination in any of their programs, services, or activities.

The Small Business Enterprise (SBE) Program is race- and gender-neutral and intended to promote City, County, and Blueprint utilization of SBE firms. The Minority Women Business Enterprise (MWBE) Program outlined in this policy is narrowly tailored to remedy discrimination documented in the 2019 Disparity Study conducted by MGT of America, Inc., and accepted by the IA Board at its meeting held June 27, 2019. The 2019 Disparity Study identified disparity in City, County, and Blueprint spending sufficient to support a race- and gender-conscious MWBE program for all three entities.

The City, County, and Blueprint intend to institute and maintain an MWBE Program and an SBE Program that provide for:

- A. Representative utilization of MWSBE firms in all aspects of City, County, and Blueprint procurement activity.
- B. Elimination of any institutional and procedural barriers which would prohibit active participation in City, County, and Blueprint procurement opportunities.

¹ Although the City of Tallahassee Procurement Services Division administers solicitations for the Consolidated Dispatch Agency (CDA) and Capital Region Transportation Planning Agency (CRTPA), this policy does not apply to the solicitations of the CDA and does not apply to the solicitations of the CRTPA.

- C. Training, education and technical assistance to enhance opportunities for MWSBE firm participation in the City, County, and Blueprint purchasing and contracting activities.
- D. Public information on the opportunities available for doing business with the City, County, and Blueprint.

IV. OBJECTIVES

- A. To provide minority, women, and small businesses in the Market Area equal access and opportunities to compete and be awarded contracts and purchases.
- B. To remedy any disparate treatment of minority, women, and small businesses attempting to do business with the City, County, and/or Blueprint.
- C. To effectively communicate procurement and contracting opportunities, business and professional development resources for minority, women, and small businesses.

V. BACKGROUND

In 2016, the City and County merged their respective supplier diversity offices into the Office of Economic Vitality (OEV) Minority, Women, and Small Business Enterprise (MWSBE) Division. OEV commissioned the Disparity Study in 2017 to determine whether evidence of disparity existed in the market, and if so, whether that disparity was sufficient to support an MWSBE Program that serves the City, County, and Blueprint.

In 2019 the Disparity Study revealed evidence of disparity sufficient to support the continuation of a race- and gender-conscious MWBE Program, as well as a single, consolidated MWBE Program and aspirational goals that serve all three entities. The IA Board accepted the 2019 Disparity Study at its June 27, 2019 meeting and directed staff to develop this policy with the support of City, County, and Blueprint staff and officials as well as external stakeholders in the contracting community.

VI. DEFINITIONS

The terms and words used in this policy are defined below.

1. “Affiliate” or “Affiliation” – When the owner of a firm either directly or indirectly controls or has the power to control another firm; a third party or parties controls or has the power to control both; or other relationships between or among parties exist such that affiliation may be found between the two firms. A firm is an affiliate of another when the owner of the firm has possession, direct or indirect of either: (i) the ownership of or ability to direct the voting of, as the case may be, more than fifty percent (50%) of the equity interest, value, or voting power of such firm, or (ii) the power to direct or cause the direction of the management and policies of such firm whether through the ownership of voting securities by contract or otherwise. In determining whether a firm is an affiliate with another firm or with an owner of another firm, consideration

will be given to all appropriate factors including but not limited to common ownership, common management, contractual relationship, and shared facilities.

2. "Applicant" – a person who has submitted an application for certification as an MBE, WBE, or SBE to the MWSBE Division of the Office of Economic Vitality.
3. "Apprentice" – Any person who is enrolled in and participating in an apprenticeship program registered with the Florida Department of Education or the United States Department of Labor. If a registered apprenticeship program does not exist for the type of work on the construction project, then apprentice means any person who is participating in a company-sponsored training program for that type of work.
4. "Apprenticeship or externship relationship" – The relationship between a prime or subconsultant or subcontractor and apprentices or externs participating in a qualifying apprenticeship or externship program.
5. "Award" – The final selection of a respondent for offer of a specified prime contract or subcontract dollar amount. Awards are made by the City, County, and Blueprint to prime contractors or consultants or by prime contractors or consultants to subcontractors or subconsultants, usually pursuant to solicitations.
6. "Broker" – A person or firm engaged as a subcontractor or subconsultant whose sole involvement in a contract is for the purpose of collecting a broker's commission or fee, and with the intent of not performing any of the direct labor activities or services by his or her employees, and who subcontracts his or her portion of the work to another firm or firms.
7. "Business days" – Monday through Friday, 8:00am to 5:00pm EST (not including City, County, or Blueprint observed holidays).
8. Business Categories for which the City, County, and Blueprint have established MWBE Aspirational Goals include the following and have the following meaning:
 - a) "Architecture & Engineering" – Architectural or engineering services provided by an appropriately licensed professional architect or engineer or by a professional architectural or engineering firm related to architectural or engineering services.
 - i. "Architecture" - When provided by an appropriately licensed architect or architectural firm that employs appropriately licensed architects, "architecture" will mean the rendering or offering to render services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding such structures. These services include planning, providing preliminary study designs, drawings and specifications, job-site inspection, and administration of construction contracts.
 - ii. "Engineering" – Will include the term "professional engineering" and, when provided by an appropriately licensed professional engineer, licensed engineer, or an engineering firm that employs appropriately licensed professional or licensed engineers, "engineering" will mean any service or creative work, the adequate performance of which requires engineering education, training, and experience in the application of special

knowledge of the mathematical, physical, and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning, and design of engineering works and systems, planning the use of land and water, teaching of the principles and methods of engineering design, engineering surveys, and the inspection of construction for the purpose of determining in general if the work is proceeding in compliance with drawings and specifications, any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic, or thermal nature, insofar as they involve safeguarding life, health, or property; and includes such other professional services as may be necessary to the planning, progress, and completion of any engineering services.

- b) "Construction" – Services that include the building, attaining, repairing, improving, or demolishing any public structure or building, or other public improvement of any kind to any public real property. "Construction" does not include routine operation, routine repair, or routine maintenance of existing buildings or facilities.
 - c) "Professional Services" – Any service provided by a person or firm that is of a professional nature, with special licensing, educational degrees, and unusual or highly specialized expertise. Examples include, but are not limited to Financial Services, Legal Services, Medical Services, and Advertising/Marketing Services. "Professional Services" do not include "Architecture & Engineering," which is separately defined herein.
 - d) "Other Services" – Any service that is labor intensive and not considered professional or construction services as defined above. Examples include, but are not limited to maintenance services, janitorial services, lawn services, employment services, and printing services.
 - e) "Materials and Supplies/Purchases" – Equipment and consumable items purchased in bulk or deliverable products. Examples of such include, but are not limited to equipment and parts, chemicals, and paper products.
9. "Calendar Days" – All days of the week.
10. "Certification" – Verification that a business meets all eligibility criteria for participation in the MWSBE Program as an SBE and/or an MBE or WBE.
11. "Certification Application" – Forms and documents an applicant must complete to be considered for Certification.
12. "Certified Minority Business Enterprise" – A for-profit business which has been certified to be a minority-owned business enterprise by the MWSBE Division of the Office of Economic Vitality.
13. "Certified Women Business Enterprise" – A for-profit business which has been certified to be a woman-owned business enterprise by the MWSBE Division of the Office of Economic Vitality as defined in this policy (not included in a minority group).
14. "Change Order" – Modification to the work scope, cost, or schedule phasing of a capital project contract, as authorized by the appropriate City, County or Blueprint authority. Also, for purposes

of this policy, Change Order will include budget transfers and supplemental appropriations.

15. “Commercially Useful Function” (CUF) - A business performs a “Commercially Useful Function” when the business: (a) is responsible for the execution of a distinct element of work or services; (b) carries out its obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business, services and function; and (d) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A prime contractor or consultant, subcontractor or subconsultant, or supplier will not be considered to perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MWBE participation.
16. “Consultant” - Any person, firm, or legal entity that provides professional services governed by the Florida Consultants Competitive Negotiation Act and that has entered into a contract with the City, County, or Blueprint, or any of their contracting agencies.
17. “Contract” - Any agreement, regardless of what it may be called, between the City or County and a person, firm or legal entity to provide or procure labor, materials, supplies, or services to, for, or on the behalf of the City or County.
18. “Contractor” - Any person, firm, or legal entity, except those governed by the Consultants Competitive Negotiation Act, that has entered into a contract with the City, County, or Blueprint, or any of their contracting agencies.
19. “Control” – An applicant firm owner exercises control over the firm’s operations, work, management, and policy. Indication of control may include the following:
 - a) Applicant firm owner(s) must demonstrate the ability to make unilateral and independent business decisions as needed to guide the future and destiny of the business, and their business must not be subject to any formal or informal restrictions that limit the customary discretion of such owner(s). There can be no restrictions through corporate provisions, by-law provisions, contracts or any other formal or informal devices that prevent the owner(s) from making any business decision of the firm without the cooperation or vote of another entity or person that is not an owner(s) or who would not be eligible for the MWBE Program.
 - b) Applicant firm owner(s) must control the day-to-day operations of the business in critical area(s). Administrative responsibilities alone are not sufficient to prove control. The owner(s) may delegate various areas of the management or daily operations of the business to other persons, who would not be eligible for the MWBE Program or who are not owners, only if such delegation is typical in the industry for such business and such delegation is revocable.
 - c) Applicant firm owner(s) must have an overall understanding of, and managerial and technical competence, experience, and expertise directly related to the firm’s operations and work.
20. “Director of PLACE” – The Director of the Department of Planning, Land Management, and Community Enhancement (PLACE).
21. “Front” – A business that intentionally and/or falsely holds itself out as a business that is controlled or owned at least 51% by a minority or minorities, or by a woman or women, when in

fact it is not.

22. “Good faith effort” – Effort made in good faith by a respondent to meet project specific MWBE goals. Respondents may demonstrate good faith effort by meeting the project specific goals, or by demonstrating it has made reasonable effort to do so by submitting documentation of good faith effort.
23. “Graduation” – A firm's ineligibility to be certified as an MWSBE firm with the MWSBE Division of the Office of Economic Vitality because the firm has exceeded the size standards set forth in this policy.
24. “Independent” – A firm whose viability does not depend on its relationship with another firm is independent. Recognition of an applicant firm as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent. Indicators that a firm is independent include: (i) relationships with other businesses in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources; (ii) whether present or recent family, or employer/employee relationships compromise the applicant owner(s)' independence; and (iii) whether the applicant owner(s)' exclusive or primary dealings with a prime contractor compromises the applicant owner(s)' independence.
25. “Joint Venture” – As used in this policy is a short-term business association—a separate legal entity like a corporation or LLC—consisting of certified MWBE firm(s) and non-MWBE firm(s) or certified MWBE firms formed to carry on a single business activity which is limited in scope and duration, which the parties jointly undertake for a transaction, for which they combine their property, capital, efforts, skills, and knowledge. Generally, each party will contribute assets and share risks. Joint ventures can involve any type of business transaction and the parties involved can be individuals, groups of individuals, companies, or corporations.
26. “Market Area” – The geographical area consisting of the following Florida counties: Leon, Gadsden, Jefferson, and Wakulla.
27. “Majority Ownership” or “Majority Owner” – Owning no less than 51% of a business enterprise.
28. “Manufacturer” – Will mean a person or firm engaged in the process of making, fabricating, constructing, forming or assembling a product(s) from raw, unfinished, semi-finished, or finished materials through a direct contract/agreement on behalf of the general contractor.
29. “Mentor-Protégé relationship” - A Mentor-Protégé relationship exists when an experienced company, firm, or individual (Mentor) provides assistance and training to an MWBE firm (Protégé).
30. “Minority Business Enterprise” (MBE) – A firm whose MBE Certification is recognized, current, and accepted by the MWSBE Division of the Office of Economic Vitality.
31. “Minority or Women Business Enterprise” (MWBE) – Refers jointly to MBE and WBE firms or the policies and procedures related thereto.
32. “Minority Person” or “Minority” - An individual who is a citizen of the United States, or a lawfully admitted permanent resident, and who identifies himself or herself as being African, Hispanic,

Asian, or Native American.

- a) "African American" – All persons having origins in any of the Black racial groups of Africa.
 - b) "Hispanic American" – All persons having origins from a Hispanic country regardless of race.
 - c) "Asian American" – All persons having origins in the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
 - d) "Native American" - Persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians.
33. "Minority, Women, or Small Business Enterprise" (MWSBE) – Refers collectively to MBE, WBE, and SBE firms or the policies and procedures related thereto.
 34. "MWSBE Director" – The Director of the MWSBE Division of the Office of Economic Vitality.
 35. "MWSBE Program" – The programs and efforts under the provisions of this policy, either directly or through partners, to enhance participation in City, County, and Blueprint contracts to achieve parity between spending with MBE, WBE, and SBE firms and their existence in the local market.
 36. "NAICS (North American Industry Classification System)" – The standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
 37. "Office of Economic Vitality (OEV) Director" - The Director of the Office of Economic Vitality.
 38. "Owner" or "Ownership" – The person(s) who own(s) a business.
 39. "Participation Plan" – The portion of a response to a solicitation provided by a respondent giving detailed information regarding respondent's plan to meet the project specific goals contained in the solicitation, intention to comply with this policy, and intention to utilize certified MBE and WBE firms to meet the project specific goals.
 40. "Partnership or Association" - A short-term business association—a partnership or association—consisting of certified MWBE firm(s) and non-MWBE firm(s) or certified MWBE firms formed to carry on a single business activity which is limited in scope and duration, which the parties jointly undertake for a transaction, for which they combine their property, capital, efforts, skills, and knowledge. Generally, each party will contribute assets and share risks. Partnerships or Associations can involve any type of business transaction and the parties involved can be individuals, groups of individuals, companies, or corporations. For the purposes of this policy, Partnerships and Associations are held to all the same standards as Joint Ventures with the exception of the requirement that the businesses form a separate legal entity.
 41. "Pre-Bid Meetings" or "Pre-Proposal Meetings" – A meeting held for respondents to gather information about a solicitation prior to the respondent due date.
 42. "Prime" – A person or firm who is qualified and responsible for the entire project, who may have one or more subcontractors or subconsultants, and with whom the City, County, or Blueprint has

a direct contractual relationship. A prime contractor provides goods or performs a service not governed by section 287.055, Florida Statutes. A prime consultant performs professional architectural, engineering, landscape architectural, or surveying and mapping services governed by section 287.055, Florida Statutes.

43. "Principal Place of Business" – A location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.
44. "Present Business Relationship" – A shared space, equipment, financing, employees, or both firms having some of the same owners.
45. "Project specific goals" – The percentage of MBE and WBE participation for a particular procurement opportunity.
46. "Purchasing" or "Procurement" - Buying, renting, leasing or otherwise obtaining or acquiring any goods, supplies, materials, equipment, or services.
47. "Regular Dealer" – A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (a) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment will be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (b) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
48. "Reserved" – A contracting practice restricting eligibility for the competitive award of a contract solely to SBE firms.
49. "Respondent" – The person or party that responds to a solicitation.
50. "Response" – A bid, proposal, statement of qualifications, or other response to a solicitation.
51. "Small Business Enterprise" (SBE) – A firm whose SBE Certification is recognized, effective, and accepted by the MWSBE Division of the Office of Economic Vitality.
52. "Small Business Enterprise Program" (SBE Program) – Those components of this policy that target increased participation of SBE firms in City, County, and Blueprint procurement, including the coordination with other entities and agencies that assist small businesses through various means such as education and networking.
53. "Solicitation" – Any request for proposals, request for qualifications, invitation for bids, invitation

to bid, or other document issued by the City, County, or Blueprint seeking goods or services.

54. "Solicitation Development Meeting" – An internal staff meeting to create and develop solicitations and discuss potential MWBE goals, SBE reserved or unbundling, or other elements of this policy applicable to the solicitation under development.
55. "Subcontract" - Any agreement, arrangement, or understanding, written or otherwise, between a prime contractor or consultant and any party (in which the parties do not stand in relationship of employer and employee) which assigns some of the obligations of the contract:
 - a) For the furnishing of supplies or services or for the use of real personal property; including lease arrangements which, in whole or in part, are utilized in the performance of one or more contracts with the City, County, or Blueprint; or
 - b) Under which any portion of the prime's obligation under one or more contracts with the City, County, or Blueprint is performed, undertaken, or assumed.
56. "Supplier" - A business that furnishes needed items to a prime contractor or consultant, and (i) is either involved in the manufacture or distribution of the supplies or materials; or (ii) otherwise warehouses and ships the supplies.
57. "Tallahassee-Leon County MWSBE Citizens Advisory Committee" - Consists of eleven members: four appointed by the County Commission, four appointed by the City Commission, and one nominated appointee each from the Big Bend Minority Chamber of Commerce, Capital City Chamber of Commerce, and the Greater Tallahassee Chamber of Commerce. Members serve two-year terms with vacancies being filled for the remainder of a term; and, reappointments will be limited to three consecutive terms. The Committee will be chaired by a Chairperson nominated and elected by the members of the Committee.
58. "Unbundle" – The act of separating projects or large projects into smaller projects which may be more suitable for MWSBE participation.
59. "Woman" or "Women" - An American woman who has not self-identified, within the definition of this policy, as a Minority Person or Minority.
60. "Women Business Enterprise" (WBE) - A business whose WBE Certification is recognized, effective, and accepted by the MWSBE Division of the Office of Economic Vitality.

VII. ORGANIZATION AND RESPONSIBILITY

A. City of Tallahassee City Commission, Leon County Government, and IA Board

The City of Tallahassee City Commission, Leon County Government, and IA Board are responsible for policy decisions as they relate to the MWBE Program and SBE Program.

B. Intergovernmental Management Committee (IMC) and Director of PLACE

The IMC, consisting of the City Manager and County Administrator, and the Director of PLACE are responsible for:

1. The joint administration of the MWBE and SBE Programs.
2. Promulgation of any amendments to this policy to ensure consistency with any law, regulation, or grant requirement.

C. MWSBE Division of the Office of Economic Vitality

The MWSBE Division is responsible for:

1. The administration and management of the MWBE and SBE Programs on a day-to-day basis.
2. Certification of MBE, WBE, SBE, and DBE firms.
3. Scoring of MBE, WBE components of solicitations.
4. Receiving and evaluating quarterly MWSBE Participation Reports and providing a quarterly and annual report on MWSBE participation.
5. Reviewing forthcoming City, County, and Blueprint solicitations to generate an awareness by MWSBE firms of potential opportunities.
6. Providing technical assistance and training to MWSBE firms to facilitate a better understanding of solicitation and contracting procedures.
7. Maintaining communication with minority and non-minority contractor's associations, the construction industry, financial institutions, community organizations, and businesses in general.
8. Monitoring of City, County, and Blueprint contracts with MWSBE participation and assisting in resolution of contract problems.
9. Creating project specific MWBE goals on a case-by-case basis, taking into account the availability of MWBE firms in each contracting and procurement category.
10. Establishing written procedures to implement the MWBE and SBE Programs, including the

certification of businesses as MBE, WBE, and SBE firms.

11. Assessing the certification applications for the MWBE and SBE Program and coordinating certifications with the City, County, and Blueprint.
12. Maintaining a database of MWSBE firms and providing assistance to City and County departments and Blueprint in identifying MWSBE firms for anticipated procurements.
13. Identifying and working to eliminate barriers that inhibit MWSBE participation in City, County, and Blueprint procurement processes.
14. Establishing realistic MBE and WBE project specific goals.
15. Identifying procurement opportunities for competition among SBEs.
16. Monitoring the utilization of MWSBEs and the progress of the MWSBE Program to ensure that MWSBEs have opportunities to participate in City, County, and Blueprint procurement of goods and services, and report on the progress of the MWSBE Program at least annually.
17. Implementing mechanisms and procedures for monitoring utilization of MWSBEs in accordance with contract requirements.
18. Performing outreach by networking with state and local government, nonprofit, professional, and trade organizations and participating in conventions and seminars sponsored and widely-attended by MBE, WBE, and SBE firm owners.
19. Complying with this policy.

D. City Procurement Services Division and County Purchasing Division

The City Procurement Services Division and County Purchasing Division are responsible for:

1. Obtaining project-specific goals for each solicitation from the MWSBE Division before the solicitation is advertised to the public.
2. Organizing solicitation development meetings and pre-bid or pre-proposal meetings
3. Notifying the MWSBE Division of Change Orders and other contract compliance information that affect MBE, WBE, or SBE firms
4. Maintaining accurate data in the contract compliance process and electronic tracking system.
5. Accepting recommendations to initiate debarment procedures for violations of this policy.
6. Complying with this policy.

E. City and County Departments, Blueprint, and Appointed Officials

City and County departments, Blueprint, and appointed officials are responsible for:

1. Assisting in the promotion of the MWBE and SBE Programs and participating in the MWBE and SBE Programs.
2. Coordinating with OEV to improve the utilization of MWSBE firms within each entity.
3. Utilizing the MWSBE Directory and documenting effort to secure MWSBE participation.
4. Reporting MWSBE utilization for entry into the contract compliance process and electronic tracking system.
5. Complying with this policy.

F. Tallahassee-Leon County MWSBE Citizens Advisory Committee

The Tallahassee-Leon County MWSBE Citizens Advisory Committee is responsible for:

1. Monitoring the progress of the MWSBE Program toward achieving program performance goals established by the City Commission, Board of County Commissioners, and the IA Board.
2. Reviewing and providing MWSBE policy alternatives, as well as providing programmatic recommendations relative to seeking resolution of disputes regarding Certification.
3. Scheduling and implementing meetings which will be noticed and open to the public; recording and maintaining minutes of any such meetings.

VIII. MWBE PROGRAM

To ensure that MBE and WBE firms in the Market Area have equal opportunity to engage in City, County, and Blueprint business, the MWBE Program encourages respondents to engage MBE and WBE firms as subcontractors or subconsultants in responses to City, County, and Blueprint solicitations. Each solicitation that is capable of being broken down into work that may be sublet will be issued with a project specific MWBE goal set by the MWSBE Division. Respondents are required to meet the project specific goal or provide documentation of their good faith effort to engage MWBE firms.

To ensure the narrow tailoring of the MWBE Program, the City, County, and Blueprint are responsible for maintaining accurate records documenting all spending with prime contractors and consultants and subcontractors and subconsultants. Therefore, uploading accurate and complete data in the City, County, and Blueprint contract compliance process and electronic tracking system is a necessary component of the MWBE Program. Accurate and complete data is necessary for the creation of narrowly tailored MWBE Aspirational Goals.

A. MWBE Aspirational Goals

Each project specific goal is based on both current availability of MWBE firms in the Market Area and an aspirational goal intended to remedy past disparate treatment of MWBE firms identified in the 2019 Disparity Study. The MWBE aspirational goals were developed based on a comparison of two groups of percentages. First, the 2019 Disparity Study identified the percentage dollars spent with MWBE firms out of the total spending for the City, County, and Blueprint. Second, the 2019 Disparity Study identified the actual percentage of MWBE firm availability in the Market Area. Disparity exists when the percentage of MWBE spending is less than MWBE firm availability. The MWBE aspirational goals are intended to lift MWBE spending up to the level of MWBE availability in the Market Area.

TABLE 1
2019 DISPARITY STUDY MWBE ASPIRATIONAL GOALS

2019 Disparity Study Aspirational Goals		
Procurement Category	Aspirational MBE Goal	Aspirational WBE Goal
Construction Prime Contractors	5.00%	4.00%
Construction Subcontractors	14.00%	9.00%
Architecture & Engineering	8.00%	6.00%
Professional Services	5.00%	6.00%
Other Services	6.00%	8.00%
Materials and Supplies	1.00%	6.00%

B. Project Specific Goals

The MWBE Program is intended to ensure utilization of MWBE firms in all aspects of City, County, and Blueprint procurement activity and to award contracts with MWBE participation consistent with the MWBE aspirational goals. In furtherance of that intent, project specific MWBE goals will be established for each solicitation with the goal of achieving overall MWBE participation as outlined in **Table 1**. Only the dollars expended with certified MWBE firms from the local Market Area will be counted towards satisfying the project specific MWBE goals. More details on counting MWBE utilization can be found in

Section XII.

1. City and County Departments and Blueprint will plan their solicitations to provide ample time for the MWSBE Division of OEV to establish project specific goals for inclusion into each solicitation, where feasible, before the City Procurement Services Division and Leon County Purchasing Division advertise the solicitation to the public.
2. City Procurement Services and County Purchasing Divisions will obtain a project specific goal established for each individual solicitation from the MWSBE Division before the solicitations are advertised to the public.
 - a. As part of the creation of a solicitation document, City, County, and Blueprint project managers will make an effort to identify components in the solicitation's scope of work or scope of services that may reasonably be performed or supplied by a subcontractor or subconsultant and the percentage of the total contract value that those components represent. City, County, and Blueprint project managers will promptly notify the purchasing agent—the responsible employee of the City Procurement Services or County Purchasing Division—of the percentage identified above and the type of work included in that percentage.
 - b. City Procurement Services and County Purchasing Divisions may schedule a solicitation development meeting including the MWSBE Division. Solicitation development meetings may occur in person or via teleconference, video conference, email, or other technology. Following solicitation development meetings, the MWSBE Division will report the project specific goals to the City Procurement Services or County Purchasing Divisions. Project specific goals may be lower than the aspirational goals or may be inappropriate for a particular solicitation as described below.
3. The project specific goals for individual solicitations may be higher or lower than the aspirational goals identified in **Table 1** and should reflect realistic MWBE availability for a particular project. The MWSBE Division will determine project specific goals for each solicitation based on contract compliance and supplier diversity industry standards.
4. Project specific goals are considered the minimum level of MBE or WBE participation expected for a particular procurement. Project specific goals are considered targets set to achieve participation levels commensurate with available businesses, and for which there are opportunities for exemptions based upon good faith effort.
5. Project specific goals will be reasonable and give consideration to both subcontracting opportunities and the availability of MBE firms or WBE firms in the Market Area who are capable of performing the work.
6. Project specific goals may not be appropriate when subcontracting is not reasonable or permitted. Where the MWSBE Division has determined that project specific goals are not appropriate for a solicitation, the MWSBE Director will notify the Procurement Services or Purchasing Director that the MWSBE Division has recommended no project specific goals or project specific goals lower than the aspirational goals.
7. In the event of an emergency purchase under the City Purchasing Manual Section 3.12 or County

Purchasing Policy No. 96-1 Section 5.11, project specific goals may be waived.

8. In cases where it is not reasonable to set project specific goals, the MWSBE Director may encourage MWBE participation through respondent's purchase of goods or services from MWBE firms, consistent with the project specific goals, or provide for any combination thereof.
9. Project specific goals will apply to all respondents, including MBE, WBE, and SBE firms. When an MBE or WBE firm is the prime contractor or consultant, the goal is fulfilled for their certification designation and the other portion of the goal must be fulfilled. For example, if a certified MBE firm responds to a solicitation as a prime contractor, the goal for MBE participation is fulfilled. The MBE prime contractor remains responsible for meeting the goal for WBE participation.
10. To meet project specific goals, all City and County departments and Blueprint will cooperate with the MWSBE Division and make every reasonable effort, consistent with this policy, to utilize MWBE firms when available. The MWSBE Director will coordinate and promote the process by taking active steps to encourage full participation of certified, capable, and competitive MBE and WBE businesses and by keeping staff informed of MWSBE availability.
 - a. Each department will be responsible for obtaining MWBE participation at the minimum level identified in **Table 1**. All purchases for goods and services will be made in conformance with the City and County Purchasing Manuals.
 - b. The MWSBE Division will annually evaluate relevant expenditure and contracting data to determine the performance and progress of the MWBE Program with the assistance of the City and County Budget Offices, City Procurement Services Division and County Procurement Division, and any other applicable departments.

C. Good Faith Effort Documentation

In those instances where a respondent has failed to meet the MWBE goals in whole or in part at the time of response submittal, there is a rebuttable presumption that MWBE firms were available for the project. The burden of proof then shifts to the respondent to rebut this presumption through documentation of its good faith effort (GFE). In those cases, the respondent—even a respondent that is a certified MWSBE firm or a non-MWSBE firm participating in a Joint Venture, Partnership, and Association; Mentor-Protégé; or Apprenticeship arrangement—must submit documentation of GFE with the response to the solicitation.

Each of the following activities are worth 10 points towards documentation of GFE. A combination of the following activities reaching a minimum of 50 points will demonstrate GFE:

1. Attendance at pre-bid or pre-proposal meeting, if applicable.
2. Copies of written correspondence sent to the MWSBE Division no later than fifteen (15) business days before the solicitation response deadline seeking help in identifying firms available to meet the project specific goals.
3. Copies of advertisements placed by the respondent in the local newspaper and minority publications in the Market Area announcing the project and seeking MBE or WBE

participation.

4. Copies of written correspondence sent to a certified MBE or WBE firms. The correspondence should include:
 - a. The specific work the contractor intends to subcontract;
 - b. That interest in participation by the MWBE firm on the contract is being solicited; and,
 - c. How to obtain information for the review and inspection of contract plans and specifications.
5. Documentation that the respondent selected economically feasible portions of work to be performed by MWBEs, including, where appropriate, breaking down contracts or combining elements of work into economically feasible units. (The ability of the contractor to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet contract goals).
6. Documentation that the respondent negotiated in good faith with interested MWBE firms and did not reject any interested MWBE firms without sound business reasons. Price alone does not constitute a sound business reason unless the respondent can demonstrate that no reasonable price can be obtained from an MWBE firm.
7. Documentation that the respondent reviewed all quotations received from MWBE firms, and for those quotations not accepted, an explanation of why the MWBE will not be used during the course of the contract. (Receipt of a lower quotation from a non-MWBE will not in itself excuse a contractor's failure to meet contract goals).
8. Documentation detailing respondent's effort to contact MBE and WBE firms who provide the services needed for the solicitation and indicating that the respondent provided ample time for potential MWBE firms to respond, including a chart outlining the methods of contact and schedule or time frame in which respondent conducted its good faith effort.
9. Documentation that the respondent offered to provide interested MWBE firms with assistance in reviewing the solicitation plans and specifications at no charge to the MWBE firms.
10. Documentation of follow-up telephone calls with potential MWBE firms encouraging their participation.

Respondents should contact the MWSBE Division immediately for guidance and assistance in any of the following events: (1) the respondent anticipates or has difficulty identifying an MWBE firm to meet project specific goals; (2) the respondent cannot identify portions of the work that can be contracted to MWBE firms; or (3) the respondent determines that contracting portions the work to another entity is not possible.

D. Evaluating MWBE Participation in Solicitations

Every City, County, or Blueprint solicitation issued with project specific goals will contain language and forms describing how respondents must demonstrate their utilization of MWBE firms to meet the project specific goals for MWBE participation.

1. Responsiveness for All Solicitations

The MWSBE Division will review for responsiveness all responses to solicitations that are assigned project specific goals during the solicitation development process. This includes both solicitations that involve the scoring of points and solicitations awarded based primarily on price. The MWSBE Division will deem responses responsive to the MWBE section of the solicitation if they include a completed MWBE Participation Plan that is eligible for points and/or Good Faith Effort documentation. As described below, responses that do not include an MWBE Participation Plan or that include an incomplete MWBE Participation Plan that is not eligible for points may be deemed responsive to the MWBE portion of the solicitation if they include Good Faith Effort documentation.

TABLE 2
MWBE RESPONSE EVALUATION: RESPONSIVENESS

MWBE Response Evaluation: Responsiveness	
Recommendation	Response
RESPONSIVE	<ul style="list-style-type: none"> Completed MWBE Participation Plan and MWBE Section that is eligible for full points; Completed MWBE Participation Plan and MWBE Section that is eligible for partial points and completed Good Faith Effort documentation demonstrating why respondent could not meet the full project specific goal; OR Completed Good Faith Effort documentation.
NON-RESPONSIVE	<ul style="list-style-type: none"> Completed MWBE Participation Plan and MWBE Section that is eligible for partial points but no Good Faith Effort documentation demonstrating why respondent could not meet the full project-specific goal; An MWBE Participation Plan that is incomplete, unsigned, or otherwise ineligible for points and no Good Faith Effort documentation; OR No MWBE Participation Plan or completed Good Faith Effort Documentation.

Upon evaluation of all responses to a solicitation, the MWSBE Division will inform the Purchasing or Procurement Division of its evaluation of responsiveness to the MWBE portion of the solicitation. Responses that do not meet the above criteria may be deemed non-responsive by the Purchasing or Procurement Division and be ineligible for award. The Purchasing or Procurement Divisions' determinations of responsiveness will be governed by the applicable Purchasing Manual or Procurement Policy of the appropriate entity (City, County, or Blueprint).

2. Point Evaluation for Scored Solicitations (CCNA Professional Services)

For solicitations seeking professional services governed by the Florida Consultants' Competitive Negotiations Act (CCNA)—professional architectural, engineering, landscape architectural, or surveying

and mapping services—that have project specific goals, the MWSBE Division will award points during the solicitation evaluation process. The MWSBE Division may award points for an MWBE Participation Plan and associated documents demonstrating the following: **(1)** committing to utilizing a certified MWBE firm or firms holding an MWBE certification in conformance with the project specific goals, monitoring requirements, and the requirements of this policy; and **(2)** identifying the certified MWBE firm(s). Points will be identified in each solicitation.

3. Point Evaluation for Scored Solicitations (All Other Services)

For solicitations seeking other services not governed by CCNA, for which the solicitation evaluation process involves scoring and has project specific goals, the MWSBE Division will award points during the solicitation evaluation process. Each solicitation will identify the points associated with the MWBE section of each solicitation.

Generally, the maximum number of points available for the MWBE section of solicitation is a total of **12 points**.

A total of **10 points** can be awarded for an **MWBE Participation Plan**:

- a. Submission of an **MWBE Participation Plan** will earn **10 points** for meeting the following requirements: **(1)** utilizing an MWBE firm or firms holding an MWBE Program certification; **(2)** meeting the project specific goal for both MBE and/or WBE utilization based on percentage of the contract value paid to the MWBE firm(s); and **(3)** agreeing to monitor the work of the MWBE firms, provide subcontractor and subconsultant payment information to the MWSBE Division, and abide by this policy.
- b. Submission of an **MWBE Participation Plan** will earn **5 points** if it meets **(1)** and **(3)** above but only meets a portion of the project specific goal for both MBE and/or WBE utilization in **(2)** above. Such responses must include **Good Faith Effort documentation** demonstrating why respondent could not meet the full project specific goal to remain responsive.

Demonstrating one or more of **Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationships** may earn an additional **2 points**.

Table 3 on the next page indicates the points available for an MWBE scoring for non-CCNA solicitations.

Table 4 on the next page lists all possible MWBE score outcomes and how they may be obtained.

TABLE 3
MWBE EVALUATION

MWBE Evaluation: Scoring	
Score	Response
2 Points	MWBE Section demonstrating Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship relationship is eligible to earn 2 points
5 Points	An MWBE Participation Plan that meets the following requirements is eligible for 5 Points: <ol style="list-style-type: none"> Utilizing an MWBE firm or firms holding an MWBE Program certification. Meeting a portion of the project specific goals for MBE and/or WBE utilization based on the percentage of the contract value ultimately paid to MWBE firms. Agreeing to monitor the work of the MWBE firms, provide subcontractor and subconsultant payment information to the MWSBE Division, and abide by this policy.
10 Points	An MWBE Participation Plan that meets the following requirements is eligible for 10 Points: <ol style="list-style-type: none"> Utilizing an MWBE firm or firms holding an MWBE Program certification. Meeting the project specific goals for MBE and/or WBE utilization based on the percentage of the contract value ultimately paid to MWBE firms. Agreeing to monitor the work of the MWBE firms, provide subcontractor and subconsultant payment information to the MWSBE Division, and abide by this policy.

TABLE 4
MWBE SCORE OUTCOMES

MWBE Score Outcomes	
Score	Response
2 Points	MWBE Section demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship, but the MWBE Participation Plan is ineligible for 5 or 10 points. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
5 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
7 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
10 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.
12 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.

E. Substitutions or Replacements

It is the intent of this policy to ensure that MWBE firms identified by respondents in their responses are the firm(s) with which the respondents actually do business as prime contractors or consultants. However, the prime may, under specific circumstances and for good cause, substitute or replace the original certified MWBE firm with another certified MWBE firm. Such substitution will only be made with the prior approval of the MWSBE Division based on a written statement of good cause. The substitution or replacement must not result in MWBE participation lower than provided for in the original response and the substitution will not dramatically affect the percentage distribution by MWBE groups. A prime that substitutes MWBE firms without the prior written approval of the MWSBE Division may be subject to penalties.

The MWSBE Division will not count dollars spent with an unauthorized MWBE firm towards satisfaction of the MWBE goal. The prime will remain responsible for meeting the MWBE goals as stated in the original contract.

1. For purposes of this policy, good cause includes, but is not limited to the following circumstances:
 - a. The listed MWBE firm fails or refuses to execute a written contract;
 - b. The listed MWBE firm fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards;
 - c. The listed MWBE firm becomes bankrupt or insolvent;
 - d. The listed MWBE firm is ineligible to work on public works projects because of suspension and/or debarment proceedings in accordance with City/County ordinances or applicable state law;
 - e. The City or County has determined that the listed MWSBE firm is not a responsible contractor;
 - f. The listed MWBE firm voluntarily withdraws from the project and provides to you written notice of its withdrawal;
 - g. The listed MWBE firm is ineligible to receive MWSBE credit for the type of work required;
 - h. MWBE firm owner dies or becomes disabled with the result that the listed MWBE firm is unable to complete its work on the contract; or,
 - i. Other documented examples of good cause submitted to MWSBE Director justifying the termination of the MWBE firm.
2. Good cause does not exist if the failure or refusal of an MWBE firm to perform work results from bad faith or discriminatory action of the prime; if the prime seeks to substitute, replace, or terminate the MWSBE to self-perform the MWSBE contractor's portion of work, or to substitute another MWSBE or non-MWSBE after contract award without prior written approval from the MWSBE.
3. Before submitting a request to terminate and/or substitute a MWSBE firm, the prime contractor must

give notice in writing to the MWBE firm, with a copy to the MWSBE Director, of its intent to request to terminate and/or substitute, and the reason for the request.

F. Change Orders

The Procurement Services or Purchasing Division or City, County, or Blueprint project manager responsible for the contract work will notify the MWSBE Division of all change orders on contracts with MWSBE participation that alter payment to and work performed by any MWSBE firm. This information should be recorded through the contract compliance process and electronic tracking system. Notification of the MWSBE Division and record in the contract compliance process and electronic tracking system is necessary to maintain accurate data and accurate reporting. Accurate data and accurate reporting ensure narrow tailoring of the MWBE Program.

G. Bad Faith or Dishonesty in the Response

Bad faith or dishonesty in violation of the MWSBE Program in the response to a solicitation will be grounds for penalty as provided under **section VIII.J** below. Examples of bad faith or dishonesty in the response include but are not limited to the following:

1. Knowingly and willfully submitting an MWBE Participation Plan that includes false or misleading information for the purpose of winning a contract.
2. Knowingly and willfully submitting an MWBE Participation Plan that the respondent has no intention of following once the contract has been awarded.
3. Failure to in fact utilize an MWBE firm that was originally listed in a response to a solicitation to satisfy project specific goals, unless the respondent meets the requirements of **Section VIII.E** above.

H. Contract Compliance

The contract compliance process and electronic tracking system will have the ability to produce compliance, labor, and contract management reports to the City, County, and Blueprint, and to other stakeholders.

1. All prime contractors and consultants, subcontractors and subconsultants, and MWBE subcontractors and subconsultants must maintain records for the period prescribed by Florida law after contract performance. All parties must make these records available for inspection by the MWSBE Division and the City, County, and Blueprint.
2. Prime contractors and consultants are required to maintain records of all progress payments that they have made. The MWSBE Division will periodically review and verify these records by obtaining certified statements from subcontractors or subconsultants.

I. Monitoring and Enforcement Mechanisms

The MWSBE Division will monitor and enforce this policy utilizing the following measures:

1. The designated MWSBE Division staff member will attend the post award project meeting, that is, the preconstruction or kickoff meeting. Note: In some instances of professional services contracts, a post award meeting may not be held. At such a meeting, MWSBE Division staff will discuss any MWSBE questions and/or procedures and ascertain any corrections or adjustments in the project schedule.
2. An MWSBE Division staff member determines, based upon the work that the MWBE firm is to perform and the project schedule, a schedule for random on-site monitoring. This on-site monitoring verifies the work performed by those contracted MWBE firms.
3. On site monitoring will be performed as applicable by MWSBE Division staff, construction inspectors, or project managers or their designees. Observations of the onsite visit will be documented on a monitoring checklist form. The form is to be completed, signed and dated by the staff person conducting the site visit.
4. Upon request of MWSBE Division staff, the prime must provide invoices or other documentation of payment to MWBE firms. MWSBE Division staff review the documentation submitted and check for MWSBE participation. For contract compliance purposes, MWSBE Division staff member may contact the MWSBE subcontractor to verify appropriate work and payment.
5. When a project involving MWSBE participation is completed and closed, the responsible department will notify the MWSBE Division and provide any information regarding changes in the scope or size of the project that affect MWSBE participation.
6. Any additional fact-finding which may be deemed necessary due to a lack of proper recordkeeping; failure of the prime contractor to cooperate; failure of MWSBE(s) to cooperate; or visible evidence of unsatisfactory performance; and may warrant further investigation.

J. Penalties and Remedies for Non-Compliance of Prime Contractors or Consultants

Penalties for non-compliance of prime contractors or consultants may include any and/or all of the following:

1. Withholding payment for work not completed on the project until the MWSBE Director determines that the contractor has complied with this policy as provided by contract. The MWSBE Director will set forth the basis for any such withholding in a written notice of non-compliance.
2. If the prime contractor is an MWBE firm, the prime may lose its MWBE Program certification for a period not to exceed three years at the discretion of the MWSBE Director, as set forth in a written notice of non-compliance.
3. If the MWSBE Director determines that evidence exists indicating a violation in a response as described under Section VIII.G above, the MWSBE Director will issue a written notice of non-compliance and may recommend that the City Procurement Services Division or County

Purchasing Division disqualify a respondent from further consideration for award.

4. If the MWSBE Director determines that evidence exists indicating that fraud or other unlawful activity has been committed by a certified MWSBE or majority prime contractor, such as falsely reporting the utilization of MWBE firms; or by an individual or firm attempting to benefit from or participate in the MWSBE Program, through fronting activity, false representation of a commercially useful function (CUF), or other fraudulent or unlawful activity, the matter will be referred to the appropriate legal authorities for prosecution and the City, County, or Blueprint Attorney's Office will be notified as appropriate. In the event that a conviction or guilty plea is obtained stemming from such criminal prosecution, the MWSBE Director will issue a written notice of non-compliance and recommend that the Procurement Services Manager or Purchasing Director initiate procedures to bar or suspend the entity from participation in City, County, or Blueprint contracts.
5. If the MWSBE Director determines that evidence exists indicating non-compliance that does not rise to the level of fraud or other unlawful activity by a certified MWSBE or majority prime contractor, the MWSBE Director will issue written notice of the non-compliance and make a recommendation to the Procurement Services Manager and/or Purchasing Director to initiate procedures to bar the firm and its principals from participation in City, County, or Blueprint contracts.

K. Notice of Non-compliance Right of Appeal

1. A prime contractor or consultant in receipt of a written notice of non-compliance will have the right to appeal. Prime must file an appeal in writing to the Office of Economic Vitality Director within seven (7) business days of receipt of the written notice of non-compliance from the MWSBE Director. Failure to file a timely appeal will be considered a waiver of the contractor or consultant's right to appeal the decision of the MWSBE Director.
2. The written appeal will indicate reason(s) and provide additional information, if appropriate, as to why the business believes the notice of non-compliance was issued in error.
3. The MWSBE Division will provide a written response acknowledging receipt of the correspondence to the business within seven (7) business days upon receipt of the formal appeal.
4. The Office of Economic Vitality Director will review the appeal and render a written final decision within thirty (30) calendar days of receipt of the formal appeal. This review by the Office of Economic Vitality Director is the final step available in the administrative process for an appeal of a notice of non-compliance.

IX. SBE PROGRAM

A. Objective

The City, County, and Blueprint intend to afford maximum utilization of MWSBE firms in all aspects of procurement activity and to award contracts with MWSBE participation consistent with the goals contained herein. A race- and gender-neutral program promotes the utilization of all SBEs, including MBE/SBE, and WBE/SBE firms in City, County, and Blueprint contracts.

This Small Business Enterprise Program benefits the City, County, and Blueprint by: (a) promoting competition in City, County, and Blueprint contracting; and (b) promoting economic growth and development in the Market Area. The small business standards set at 200 or fewer employees and a firm net worth of under \$5 million are reasonably reflective of business size in the Tallahassee Market Area.

The program will meet its objectives using a combination of the methods below. City Procurement Services and County Purchasing Divisions may schedule a solicitation development meeting including the MWSBE Division to identify whether a particular solicitation may be advertised as an SBE, including MBE/SBE, and WBE/SBE reserved solicitation or unbundled and advertised as multiple solicitations.

B. Reserved Projects

1. Where feasible, the City, County, and Blueprint may reserve contracts valued at \$150,000 or less for competition among only certified SBE firms.
2. If no SBE firms respond to a solicitation for reserved projects or the responses submitted are deemed too high or unreasonable based upon the nature of the service or prices for similar services in the local Market Area, then all responses will be rejected, and the project will be re-advertised in the normal manner to all prospective respondents.

C. Unbundling

The City, County, and Blueprint, where feasible, may “unbundle” projects or separate large projects into smaller projects which may be more suitable for small business participation. The MWSBE Division will review selected solicitations to determine whether portions of the project could be unbundled and advertised separately as part of the solicitation development meetings arranged by the City Procurement Services and County Purchasing Divisions. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. The MWSBE Division will also monitor whether federally funded projects may be unbundled and advertised through separate solicitations. Similarly, the MWSBE Division will encourage prime contractors or consultants to subcontract to facilitate participation by small businesses. The MWSBE Division will assist the prime contractors or consultants in identifying portions of work which may be unbundled and subcontracted to SBE firms, including MBE/SBE and WBE/SBE

X. MENTOR-PROTÉGÉ AND JOINT VENTURE, PARTNERSHIP, AND ASSOCIATION

The City, County, and Blueprint encourage Mentor-Protégé relationships and Joint Venture, Partnership, and Association to afford prime contracting and consulting opportunities for MWBE firms on City, County, and Blueprint projects. Where applicable, Mentor-Protégé relationships and Joint Ventures, Partnerships, and Associations will be worth 2 points towards a respondent's MWBE Score.

A. Mentor-Protégé Relationship

A Mentor-Protégé relationship exists when an experienced company, firm, or individual (Mentor) provides assistance and training to an MWBE firm (Protégé). The Mentor-Protégé relationship can range from technical or management assistance to the creation of a new agreement or jointly owned firm. No firm will be penalized based upon its participation or nonparticipation in a Mentor-Protégé Program.

1. The Protégé in any proposed Mentor-Protégé relationship must be a certified MWBE firm before application for MWSBE Division approval of the Mentor-Protégé relationship.
2. For purposes of making determinations of business size under this section, the MWSBE Division will not treat Protégé firms as affiliates of Mentor firms, when both firms are participating in an approved Mentor-Protégé Program.
3. The common forms of assistance that a Mentor may provide a Protégé include:

Business Planning	Financial Counseling
Record Keeping	Bonding Technical Assistance
Equipment Utilization	Capital Formation

B. Mentor-Protégé Requirements

The MWSBE Division may approve a Mentor-Protégé relationship in all applicable industries in which Mentor assistance is needed to develop capacity in the Protégé MWSBE firm. A Mentor and Protégé may request MWSBE Division approval of their Mentor-Protégé relationship by submitting annually the Mentor Protégé development plan form. The Mentor-Protégé relationship will initially be limited to three (3) years, with two possible one (1) year extensions, for a maximum of five (5) years. The MWSBE Division will approve in writing for a period of one (1) year from the date of approval Mentor-Protégé relationships that have demonstrated the following requirements:

1. The Protégé must be certified with the MWSBE Division as an MBE, WBE, or SBE firm before entering into a Mentor-Protégée relationship. The Protégé must continue to meet all MWSBE certification criteria to remain eligible for Mentor-Protégé relationship approval.
2. The Mentor and Protégé must be separate firms. Compensation to the Protégé should be relative to the amount of work accomplished rather than an hourly basis.

3. In general, a Mentor may be involved in up to three Mentor-Protégé relationships. A Protégé can only be involved in one Mentor-Protégé relationship.
4. Each year, the Mentor and Protégé will prepare a three-year development plan using the form approved by the MWSBE Division. The development plan will include the following information about the Mentor and Protégé:
 - (a) information on the background and experience of the Protégé owners;
 - (b) the number of and types of personnel;
 - (c) the amount of capital;
 - (d) the number, types and values of equipment;
 - (e) and the amount and types of projects to be pursued
5. The Mentor and Protégé will annually update and submit the Mentor-Protégé development plan to the MWSBE Division, documenting progress of the Protégé in each category and summarize the work accomplished.

C. Monitoring of Mentor-Protégé Relationships

The MWSBE Division will conduct an annual review of each Mentor-Protégé relationship. If the MWSBE Division determines that the Mentor and/or Protégé are not complying with this policy or if the Mentor and Protégé have not submitted their annual Mentor-Protégé development plan form, the MWSBE Division will issue a written notice of noncompliance and the Mentor and Protégé will have seven (7) business days to cure. If the Mentor and Protégé fail to respond to the notice of noncompliance or fail to cure noncompliance, the MWSBE Division will issue written notice of ineligibility to respond to City, County, and Blueprint solicitations as having a Mentor-Protégé relationship.

D. Joint Venture, Partnership, and Association

A Joint Venture is a joint business association—a separate legal entity like a corporation or LLC—consisting of one certified MWBE firm and one non-MWBE firm or two certified MWBE firms formed to carry on a single business activity which is limited in scope and duration. A Joint Venture must include at least one MWBE firm.

A Partnership or Association is a joint business partnership or association that does not require formation of a legal entity separate from its component firms and that consists of one certified MWBE firm and one non-MWBE firm or two certified MWBE firms formed to carry on a single business activity which is limited in scope and duration. A Partnership or Association must include at least one MWBE firm.

E. Joint Venture, Partnership, and Association Requirements

1. In the case of a Joint Venture, Partnership, or Association consisting of one MWBE firm and one non-MWBE firm, as used in this policy, the smaller firm will comprise a minimum of ten (10%) of the association and will receive a share of contract dollars proportionate to the percentage of participation that the smaller firm represents in the Joint Venture, Partnership, or Association. In the case of a Joint Venture, Partnership, or Association consisting only of certified MWBE firms, the ten percent (10%) participation requirement will also apply.
2. When a Joint Venture, Partnership, or Association is proposed, the MWSBE Director will review and approve a signed and completed Joint Venture, Partnership, and Association Affidavit and all contractual agreements regarding a proposed Joint Venture, Partnership, or Association. The MWSBE Director will determine the degree of MWBE participation resulting from the Joint Venture, Partnership, and Association Affidavit and all agreements, which may be credited toward the evaluation of its response to a solicitation. This determination will be based on the clearly defined roles of the Joint Venture, Partnership, or Association partners, sharing of real economic interest, and proportionate control of the ownership and management of the Joint Venture, Partnership, or Association.
3. The Joint Venture, Partnership, or Association will be responsible for meeting project specific goals and complying with all applicable state and local laws, rules, and regulations governing Joint Venture creation, certification, and bidding.
4. The Joint Venture, Partnership, or Association responses to solicitations will include an MWBE section identifying all firms, the percentage ownership of each firm, and clearly defined scopes of services to be provided by each firm in the Joint Venture on the project.
5. For the MWSBE firm to remain eligible for Joint Venture, Partnership, and Association participation, it must continue to meet all MWSBE eligibility criteria contained in this policy.

F. Monitoring of Joint Venture, Partnership, and Association

The MWSBE Division will conduct an annual review of each Joint Venture, Partnership, and Association agreement. If the MWSBE Division determines that the Joint Venture, Partnership, or Association is not following the requirements of this policy, the MWSBE Division will issue a written notice of noncompliance and the Joint Venture, Partnership, or Association will have twelve (12) business days to respond. If the Joint Venture, Partnership, or Association fails to respond to the notice of noncompliance or fails to cure noncompliance, the MWSBE Division will issue written notice of ineligibility to the Joint Venture, Partnership, or Association that it is no longer eligible to respond to City, County, and Blueprint solicitations as a Joint Venture, Partnership, or Association.

G. Notice of Ineligibility Right of Appeal

5. A Mentor and Protégé or Joint Venture, Partnership, or Association in receipt of an MWSBE Division written notice of ineligibility will have the right to appeal. The Mentor and Protégé or Joint Venture, Partnership, or Association must file an appeal in writing to the MWSBE Director

within seven (7) business days of receipt of the notice of ineligibility from the MWSBE Division.

6. The written appeal will indicate reason(s) and provide additional information, if appropriate, as to why the business believes the notice of ineligibility was error.
7. The MWSBE Director will provide a written response acknowledging receipt of the correspondence to the business within seven (7) business days upon receipt of the formal appeal.
8. Failure to file with the MWSBE Director within the prescribed time frame will constitute a waiver of proceedings under this section. The MWSBE Director will schedule a review within thirty (30) calendar days of receipt of the appeal. This review by the MWSBE Director is the final step available in the administrative process for an appeal of a notice of ineligibility.
9. A firm whose appeal has been denied may re-apply six months after final denial notice.

XI. APPRENTICESHIP OR EXTERNSHIP

An apprenticeship or externship program is a tried-and-true approach for preparing workers for jobs – and meeting the business needs for a highly-skilled workforce that continues to innovate and adapt to meet the needs of the 21st century. The City, County, and Blueprint will encourage businesses to use apprenticeships and externships to reduce worker turnover by fostering greater employee loyalty, increasing productivity, and improving the bottom line. Apprenticeships and externships offer workers a way to start new careers with good wages.

Registered apprenticeship programs and externship programs enable employers to develop and apply industry standards to training programs for registered apprentices that can increase productivity and improve the quality of the workforce. Apprentices who complete registered apprenticeship programs are accepted by the industry as journey workers. By providing on-the-job training, related classroom instruction, and guaranteed wage structures, employers who sponsor apprentices provide incentives to attract and retain more highly qualified employees and improve productivity. Apprenticeships and externships can be flexible training strategies and can be integrated into current training and human resource development strategies. Apprentices and externs can be new hires – or businesses can select current employees to join an existing program. Apprenticeships and externships are a good way to reward high-performing entry-level employees and move them up the career ladder within the business.

Significant talent shortages and skill gaps are slowing companies' efforts to expand, innovate, and thrive. Among these challenges:

- An aging workforce of highly-skilled and experienced workers;
- Attracting new and more diverse talent pools;
- Closing gaps in workers' skills and credentials;
- Investing in talent that can keep pace with the latest industry advances; and
- Implementing workforce training models that effectively develop and "up-skill" talent.

The success of this program requires collaboration among partners – businesses, workforce development intermediaries (such as industry associations or labor organizations), educational institutions, the public workforce system, and other key community organizations. The collaboration requires partners to work together to identify the resources needed, design a program, and recruit apprentices and externs.

A. The Role of Partners

Business Partners – construction and construction-related firms:

1. Identify the skills and knowledge that apprentices and externs must learn
2. Hire new workers, or select current employees, to be apprentices or externs
3. Provide on-the-job training
4. Identify an experienced mentor to work with apprentices and/or externs
5. Pay progressively higher wages as skills increase
6. Can provide related instruction in-house or in partnership with others

Workforce Development Intermediaries - industry association, labor and joint labor-management organization, community-based organization <https://nabtu.org/apprenticeship-and-training/>:

1. Provide industry and/or workforce specific expertise (e.g. curriculum development) to support employers in a particular industry sector
2. Can serve as sponsor of an apprenticeship or externship program, taking responsibility for the administration of the program, thereby reducing the burden on employers
3. Aggregate demand for apprentices, particularly with small- and medium-size employers, that may not have the capacity to develop an apprenticeship program on their own
4. Can be the provider of related instruction and supportive services as appropriate

Educational Institutions - 4-year college, community college, career and technical education, such as Lively Technical College and Tallahassee Community College:

1. Develop curriculum for related instruction.
2. Can serve as sponsor of an apprenticeship or externship program, taking responsibility for the administration of the program, thereby reducing the burden on employers
3. Deliver related instruction to apprentices and externs
4. Can provide college credit for courses successfully completed
5. Aggregate demand for apprentices and externs

State Apprenticeship Agency – Florida Department of Education
<https://www.doleta.gov/OA/occupations.cfm>:

1. Provide technical assistance and support to new sponsors
2. Answer questions about the apprenticeship model
3. Guide the partners through the steps to develop and register a program
4. Connect businesses with training providers
5. Advise partners on sources of funding to support apprenticeships

B. Core Components

Business Involvement.

Employers are the foundation of every apprenticeship or externship program and the skills needed by their workforce are at the core. Businesses must play an active role in building the program and be involved in every step in designing the apprenticeship or externship.

On-the-Job Training.

Every program includes structured on-the-job training. Apprentices and externs receive hands-on training

from an experienced mentor at the job site for typically not less than one year. On-the-job training is developed through mapping the skills and knowledge that the apprentice or extern must learn over the course of the program in order to be fully proficient at the job.

C. Apprenticeship or Externship Requirements and Exceptions

When responding to a solicitation for a construction, design-build, or similar project, in order to receive 2 points as described in section VIII.D, respondent must certify that:

1. The respondent or its subcontractors or subconsultants participate or will participate in an apprenticeship program that is registered with the Florida Department of Education or the United States Department of Labor; or
2. Respondent or its subcontractors or subconsultants participate or will participate in an externship program offered by an educational institution or workforce development intermediary; or
3. The respondent avers that at the time the respondent executes a construction contract, respondent or its subcontractors or subconsultants will be participating in an apprenticeship program that is approved by the Florida Department of Education or the United States Department of Labor.

This program will not apply to a subcontractor or subconsultant that is an MWBE firm if the compensation to be paid under the applicable subcontract for labor costs is less than \$1,000,000

D. Required Documentation, Noncompliance, and Reporting

1. *Required documentation.* The prime contractor or consultant must prepare and submit, on a quarterly basis for the duration of the construction contract, accurate and timely records identifying the name, address, trade classification, whether the worker is an apprentice or extern, the labor hours of all workers used by the prime and each subcontractor or subconsultant on the construction project, and the cumulative number of hours worked on the project to date by apprentices. If the apprentice or extern is participating in an apprenticeship or externship program offered by qualified workforce development intermediary or educational institution, quarterly documentation must include documentation required by the workforce development intermediary or educational institution. The prime must require that each of its subcontractors or subconsultants prepare and maintain, for submittal by the prime to the City, County, or Blueprint, accurate and timely records identifying the name, address, trade classification, and labor hours for apprentices and externs used by the subcontractors or subconsultants on the construction project.
2. *Noncompliance.* Failure of a prime contractor or consultant to comply with the requirements of this policy may subject the contractor to all remedies available to the City, County, or Blueprint at law, including but not limited to debarment or suspension of the contractor from consideration for the award of future contracts.
3. *Reporting.* With the help of City, County, and Blueprint staff, the MWSBE Division will annually

prepare a report that includes the total dollar value of awards of construction projects, the number of apprentices hired for the construction projects, the number of apprentices or externs working on construction projects, the number of hours worked by apprentices on the construction projects, and the total labor hours expended on the construction projects.

XII. COUNTING MWSBE UTILIZATION

The following guidelines clarify how to count SBE utilization and how to count MBE and WBE utilization for both project specific goals and overall aspirational MBE and WBE goals for various goods and services.

A. Counting MWSBE Utilization Generally (Construction, Architecture & Engineering, Professional Services, and Other Services)

1. When an MWSBE firm participates in a contract, the City, County, and Blueprint will count only the value of the work actually performed by the MWSBE firm.
2. When an MBE or WBE firm is the prime contractor or consultant, the goal is fulfilled for its certification designation. However, the other project specific goal must also be fulfilled. For example, if a certified MBE firm responds to a solicitation as a prime contractor or consultant, the MBE goal is fulfilled. The MBE prime remains responsible for meeting the remaining WBE goal.
3. The MWSBE Division will count the entire portion of a contract that is performed by an MWSBE firm itself. The MWSBE Division will include the cost of supplies and materials obtained by the MWSBE firm for the work of the contract, including supplies purchased or equipment leased by the MWSBE firm (except supplies and equipment the MWSBE firm purchases or leases from a prime contractor or its affiliate).
4. The MWSBE Division will count the entire amount of fees or commissions that an MWSBE firm charges for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the MWSBE Division determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
5. The MWSBE Division will count payments to an MWSBE firm only if the MWSBE is performing a commercially useful function (CUF) on that contract.
6. MBE and WBE prime contractors must perform a CUF of 30 percent of the total cost of the contract with their own forces to meet an applicable MBE or WBE goal.
7. If an MWSBE firm does not perform or exercise responsibility for at least 51 percent of the total cost of its subcontract with its own work force, or 30 percent if the firm is an MBE or WBE firm acting as a prime contractor, or the MWSBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the MWSBE Division must presume that the firm is not performing a CUF.
8. MWSBE firms are discouraged from subcontracting all or a majority of their work to another firm

or firms. The MWSBE Division will not count the work of an MWSBE firm whose sole intent is collection of a broker's fee or commission and whose employees perform none of the direct labor or service activities specified in the contract.

9. The MWSBE Division will not count any work that an MWSBE firm subcontracts back to:
 - a. The prime contractor or consultant, either directly or through any other company or firm owned and/or controlled by the prime contractor, or;
 - b. Any firm with which the MWSBE firm has a present business.
10. In the event that a first tier MWSBE firm acting as a subcontractor or subconsultant (in a direct contractual relationship with a prime) contract work to a second tier subcontractor or subconsultant (sub-sub), the MWSBE Division will only count the work if the first tier subcontractor or subconsultant must perform a CUF with 51 percent of its own workforce.
11. When an MBE or WBE firm subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward MWBE project specific or aspirational goals only if the subcontractor is itself an MWBE firm.
12. When an MBE or WBE firm performs as a participant in a Joint Venture, Partnership, or Association, the MWSBE Division will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE firm performs with its own forces.
13. In calculating overall utilization, the MWSBE Division will not count the participation of an MWSBE firm toward until the MWSBE firm has been actually paid for the work.

B. Counting Materials & Supplies

1. If the materials or supplies are directly obtained from a MWSBE manufacturer, the MWSBE Division will count 100 percent of the cost of the materials or supplies. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. If the materials or supplies are purchased from an MWSBE regular dealer, the MWSBE Division will count 60 percent of the cost of the materials or supplies. However, this amount cannot be used to satisfy more than 60 percent of any applicable MWBE goal.
2. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this policy.
3. With respect to materials or supplies purchased from an MWSBE firm which is neither a manufacturer nor a regular dealer, the MWSBE Division will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the MWSBE Division determines that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. The MWSBE Division will not count any portion of

the cost of the materials and supplies themselves.

C. Counting Trucking/Transport

1. The MWSBE firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement.
2. The MWSBE firm must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The MWSBE firm receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The MWSBE firm may lease trucks from another MWSBE firm, including an owner-operator who is certified as a MWSBE. The MWSBE firm who leases trucks from another MWSBE firm receives credit for the total value of the transportation services the lessee MWSBE firm provides on the contract.
5. The MWSBE firm may also lease trucks from a non-MWSBE firm, including from an owner-operator. The MWSBE firm who leases trucks from a non-MWSBE firm is entitled to credit for the total value of transportation services provided by non-MWSBE lessees not to exceed the value of transportation services provided by MWBE-owned trucks on the contract. Additional participation by non-MWBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
6. A lease must indicate that the MWSBE firm has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MSWBE firm, so long as the lease gives the MWSBE firm absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the MWSBE firm.

D. Counting Joint Venture, Partnership, and Association

1. Joint Venture, Partnership, and Association respondents will demonstrate that at least one partner to the Joint Venture Partnership, and Association is an MBE or WBE firm, as applicable to the project specific goal, and that such partner is responsible for a clearly defined portion of the work to be performed, will be performing a commercially useful function under the contract, and shares in the ownership, control, management, responsibilities, risks, and profits of the Joint Venture, Partnership, and Association.
2. This demonstration must be verified by pertinent documents and sworn statements. The MWSBE Division may review the demonstration at the time a response to a solicitation is submitted or before the contract award.
3. For the purpose of tentatively awarding credit towards a respondent meeting project specific goals, the MWSBE Division may consider a proposed partnership, that is not yet legally formed,

and which appears in all matters except legal formation as a Joint Venture. However, such partnership will become a legal organization before the Joint Venture enters a contract with the City, County, or Blueprint. Partnerships or Associations need not form a separate legal entity to receive credit.

4. The MWSBE Division may award credit towards a respondent meeting project specific goals calculated as the portion of the total dollar amount of a proposed contract equal to the percentage of the ownership and control held by the qualifying MBE or WBE firm as applicable to the project specific goals in the solicitation.

E. Counting Mentor-Protégé

1. Respondents in a Mentor-Protégé relationship will demonstrate that the Protégé is an MBE or WBE firm, as applicable to the project specific goal, and that the Protégé is responsible for a clearly defined portion of the work to be performed in terms of a percentage of the contract value, will be performing a commercially useful function under the contract, and is receiving training and education in the respondent's industry standards through the Mentor-Protégé relationship.
2. This demonstration must be verified by submission of an MWBE Participation Plan and sworn statements. The MWSBE Division may review the demonstration at the time a response to a solicitation is submitted or before the contract award.
3. The MWSBE Division may award credit towards a respondent meeting project specific goals calculated as the portion of the total dollar amount of a proposed contract equal to the clearly defined portion of the work to be performed.

XIII. REPORTING

The effectiveness of the MWBE Program and SBE Program will be measured by a review of data indicating dollars spent with MWSBE firms as a percentage of the total spending of the City, County, and Blueprint. Program effectiveness will also be measured by efforts of City, County, and Blueprint staff to provide prime contracting opportunities for MWSBE firms. The following activities will be completed to ensure the effective tracking of these efforts:

A. Prime Contractor and Consultant Responsibility

Each prime contractor or consultant will continuously maintain, compile, and make available to the MWSBE Division each month during the life of a contract data relating to its use of subcontractors or suppliers, both MWSBE firms and non-MWSBE firms, on City, County, Blueprint, and federally funded projects. This information will include without limitation the following information for each of the subcontractors and suppliers utilized by the Contractor on the project:

1. A description of the type of work, by applicable code(s), of contracts awarded to subcontractors and/or suppliers;
2. The dollar value of contracts paid to MWSBE or DBE firms;
3. Contact information for the subcontractors, subconsultants, and suppliers; and
4. A description of progress towards fulfilling any project specific MWBE goal.

B. Project Closeout

At the close of every project, all prime contractors and consultants will be asked to provide a Final Pay Affidavit documenting all information relating to its use of subcontractors, subconsultants, or suppliers.

C. Purchasing Card Data

The purchasing card vendor will supply expenditure data with both MWSBE certified firms and non-MWSBE certified firms. This data will automatically populate into the contract compliance process and electronic tracking system. City and County information technology or procurement employees will develop a method of securing an import file that extracts the data from City and County servers and uploads the data into the contract compliance process and electronic tracking system. Dollars spent with MWSBE firms will be counted in accordance with Section XII above.

D. Annual Report

The MWSBE Division will prepare an annual report based on the information submitted by each prime contractor or consultant and information from the City Procurement Services Division and County Purchasing Division regarding the use of MWSBE firms as prime contractors or consultants. The annual report will identify awards of City, County, and Blueprint contracts to MWSBE firms, prime use of MWSBE firms, prime progress in achieving project specific goals, and other MWSBE information.

XIV. MBE, WBE, AND SBE FIRM CERTIFICATION

An eligible MBE firm is a business concern that is both owned and controlled by minorities. An eligible WBE firm is a business concern that is both owned and controlled by women. This means that minorities or women must own at least fifty-one percent (51%) of the business and that they must control the management and daily operations of that business. An eligible SBE firm is a business concern owned by a person who is neither a minority nor a woman meeting the criteria in **Section XIV.C** below.

A. Minority and Women Eligibility Standards

1. Minority Group Membership

Bona fide minority group membership will be established on the basis of the individual's documented claim that they are a member of a minority group as defined in these procedures and is so regarded by that particular minority community and is a United States citizen or lawfully admitted resident alien. However, the MWSBE Division is not required to accept this claim if it determines the claim to be invalid as discussed below.

2. Controlled by Minorities or Women

An eligible minority or woman owned business enterprise will be an independent business. The ownership and control by minorities or women will be real, substantial, and continuing, and will continue beyond the pro forma ownership of the firm as reflected in its ownership documents. The minority or women owners will enjoy the customary incidences of ownership and will share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance of the firm rather than form or arrangements.

Recognition of the business as a separate entity for tax or corporate purposes is not necessarily sufficient for recognition as an MWBE. In determining whether a potential MWBE is an independent business, the Minority, Women, and Small Business Enterprise Division will consider all relevant factors, including the date the business was established, the adequacy of its resources for the type of work specified, and the degree to which financial, equipment leasing, and other relationships with non-minority firms vary from established industry practice.

3. Operational Control

The primary consideration in determining operational control and the extent to which the minority person or woman actually operates the business will rest upon the peculiarities of the industry of which the business is a part.

Accordingly, in order to clarify the level of operational involvement of the minority person or woman in the business to be deemed as an MWBE firm, the following examples are not all inclusive:

- a. The minority person or woman will have experience in the industry for which certification is sought.
- b. The minority person or woman will demonstrate that basic decisions pertaining to the daily

operation of the business are independently made.

- c. The minority person or woman will technical competence in the industry for which certification is sought. Technical competence in this sense does not mean expert knowledge. It does mean the minority person or woman should have a working knowledge of the technical requirements of the business needed to operate in the industry.

4. Managerial Control

Control in this instance means that the minority person or woman has the demonstrable ability to make independent and unilateral business decisions necessary to guide the future and destiny of the business. Corporate bylaws and partnership agreements or other agreements should be free of restrictive language diluting the control of the minority person or woman, thus preventing or restricting him or her from making those decisions that affect the destiny of the business. Agreements for support services are permitted as long as the owner's power to manage the company or firm is not restrictive or impaired.

A minority person or woman must produce documentation demonstrating managerial control. A minority person or woman can demonstrate managerial control in any number of ways. This list below is not exhaustive; the MWSBE Division may accept documents demonstrating managerial control that are not on the list below. The MWSBE Division will accept the following examples of documentation of managerial control:

- a. Authority and responsibility to sign payroll checks and letters of credit.
- b. Authority for negotiations and signature responsibility for insurance and/or bonds.
- c. Authority for negotiations and signature services, and/or
- d. Authority for contractual negotiations with signature responsibility.

5. Non-Minority Management

If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not an MBE or WBE firm within the meaning of this policy. Where the actual management of the firm is contracted out to individuals who are not minorities or women, those persons who have, for example, the ultimate power to hire and fire, for the purpose of this program, will be considered as controlling the business. Therefore, a firm with non-minority management is ineligible for MBE or WBE certification. Such a firm may be considered an SBE firm.

B. Certification Process Procedures

1. The MWSBE Division will be solely responsible for certification of minority, women and small businesses. This certification will include but is not limited to:
 - a. Documentation of property and business income.

- b. Documentation of appropriate professional certification and/or registrations.
 - c. Documentation of minority status claimed, which may include copies of Driver's License, Voter Registration Card, Birth Certificate, etc. The appropriate department's engineering staff will be responsible for pre-qualifying construction contractors, if applicable.
 - d. City/County business licenses/business tax certificate, if applicable.
 - e. Bank/credit references for the company or firm.
 - f. Last two years federal income and state sales tax returns and/or current Financial Statement.
 - g. Copy of incorporation articles/list of officers.
 - h. Notarized affidavit attesting to minority or non-minority female status.
 - i. Inventory of major equipment, if applicable
 - j. Presence on State of Florida or other MWBE lists, if applicable.
2. Once an applicant has submitted the application and all appropriate supporting documentation, certification review will be completed within forty-five (45) days and the appeal procedures as outlined in Section XI.H below will apply.

C. Certification Criteria

For Certification as an MBE, WBE, or SBE firm, the applicant must meet all of the criteria indicated in the chart below. Businesses may be Certified as follows: (1) MBE firm; (2) WBE firm; (3) SBE firm; (4) MBE/SBE firm; or (5) WBE/SBE firm. Businesses that qualify for certification as an MBE or WBE firm will be certified as an MBE firm.

Table 5 on the next page lists MBE, WBE, and SBE Certification Eligibility Criteria.

TABLE 5
MBE, WBE AND SBE CERTIFICATION ELIGIBILITY CRITERIA

MBE, WBE and SBE Certification Eligibility Criteria			
	Type of Certification (must meet ALL criteria marked X)		
	MBE	WBE	SBE
1. Majority Owner(s) must be a Minority or Minorities who manage and control the business. In the case of a publicly owned business, at least 51% of all classes of the stock, which is owned, will be owned by one or more of such persons.	X		
2. Majority Owner(s) must be a Woman or Women who manage and control the business. In the case of a publicly owned business, at least 51% of all classes of the stock, which is owned, will be owned by one or more of such persons.		X	
3. Majority Ownership in the business will not have been transferred to a woman or minority, except by descent or a bona fide sale within the previous 2 years.	X	X	
4. Majority Owner(s) must reside in the four-county Market Area of Leon, Gadsden, Jefferson, or Wakulla Counties.	X	X	X
5. Majority Owner(s) must be a United States citizen or lawfully admitted permanent resident of the United States.	X	X	X
6. Business must be legally structured either as a corporation, organized under the laws of Florida, or a partnership, sole proprietorship, limited liability, or any other business or professional entity as required by Florida law.	X	X	X
7. Business must be Independent and not an Affiliate, Front, façade, broker, or pass through company or firm.	X	X	X
8. Business must be a for-profit business concern.	X	X	X
9. Business must be currently located within the four-county Market Area of Leon, Gadsden, Jefferson, or Wakulla Counties.	X	X	X
10. Business must have all licenses required by local, state, and federal law.	X	X	X
11. Business must currently be licensed and engaging in commercial transactions typical of the field, with customers in the Local Market Area other than state or government agencies, for each specialty area in which Certification is sought. Further, if a Supplier, business must be making sales regularly from goods maintained in stock.	X	X	X
12. Business must have expertise normally required by the industry for the field for which Certification is requested.	X	X	X
13. Business must have a business net worth no more than \$5 million.	X	X	X
14. Business must employ 200 or fewer full- or part-time employees, including leased employees.	X	X	X
15. Business must have been established for a period of one (1) calendar year prior to submitting its application for MWSBE certification.	X	X	X
16. Business must have a record of satisfactory performance on no less than three (3) projects, in the business area for which it seeks certification, during the past 12 calendar months.	X	X	X

D. Reciprocity

Upon written request and submission of required documentation, the MWSBE Division will grant reciprocal MBE, WBE, or SBE certification to qualifying applicant firms. The MWSBE Division will grant reciprocal MBE or WBE certification to applicant firms domiciled in the Market Area (Leon, Gadsden,

Jefferson, and Wakulla) that hold current MBE or WBE certification with the Florida Department of Management Services Office of Supplier Diversity (OSD). The MWSBE Division will grant reciprocal SBE certification to applicant firms domiciled in the Market Area that hold current Veteran-owned (VBE) certification with OSD. The term of reciprocal MBE, WBE, or SBE certification will follow the term of the applicant firm's certification with OSD.

The applicant firm will provide the MWSBE Division with documentation authenticating its OSD certification and expiration dates. The MWSBE Division reserves the right to request any additional documentation to verify or clarify the authenticity of the information provided.

An applicant firm that is currently under suspension or debarment by any governmental entity or that has been denied certification by the MWSBE Division in the six (6) months preceding its request for reciprocal certification may not use this reciprocity policy to circumvent the imposed sanctions or actions of the governmental entity.

E. Certification Review

Within forty-five (45) days of the completed application affidavit and required supporting documentation MWSBE Division staff will notify the applicant of approval or denial of certification. Applicants approved for certification will be assigned a certification number and notified by email. Certified MWBEs will be listed in the Online MWSBE Directory.

F. Recertification

1. The MWSBE Division will send a Recertification Application link via email from B2GNow to the appropriate MWSBE firm at least thirty (30) days prior to the certification expiration date. The MWSBE Recertification Application link will be accompanied by appropriate instructions.
2. When the online Recertification Application is received by OEV, it is reviewed for comparison with the content of the original application. All appropriate changes are noted in the online MWSBE Directory. MWSBE Recertification is valid for two years.
3. If there has been a change in ownership interest and/or control, appropriate supporting documentation will be required for continued certification.

A company or firm that fails to submit all appropriate information by the anniversary date of certification will be deemed to have abandoned its application for recertification.

G. Denial of Recertification

If the review by the MWSBE Division indicates that the previously certified MWSBE firm no longer meets eligibility standards as defined in these procedures for recertification as a MWSBE firm the application for recertification will be denied.

The MWSBE Division will notify the MWSBE firm by certified mail that the staff review has indicated that the business is no longer eligible for certification, and that the applicant will have the right to appeal such

recertification denial in accordance with **Section XIV.H** below.

H. Decertification

The MWSBE Division reserves the right to revoke the certification of a business at any time such action is deemed necessary. Grounds for revocation of certification will include but are not limited to the following:

1. Submission of fraudulent information as part of the certification process.
2. Failure to promptly report any change in ownership or control of the firm.
3. Failure to promptly report any name, address or phone number changes of the firm.
4. Failure to respond to request for information from the MWSBE Division.
5. Fraudulent representation or participation on City or County projects or contracts.
6. Submittal of fraudulent information or documentation to the MWSBE Division as may be requested or as part of the normal procurement process.
7. Revocation of certification by the State of Florida, Department of Management Services or the State of Florida Department of Transportation.

I. Certification Denial Right of Appeal

1. Any business denied certification, recertification, or decertified by the MWSBE Division will have the right to appeal such denial. Notice of appeal will be filed in writing to the MWSBE Director within seven (7) business days of receipt of the notice of denial from the MWSBE Division.
2. The Notice of Appeal will indicate the reason(s) and provide additional information, if appropriate, as to why the business believes the denial was in error.
3. The MWSBE Director will provide a written response acknowledging receipt of the correspondence to the business within seven (7) business days upon receipt of the formal appeal.
4. Failure to file with the MWSBE Director within the prescribed time frame will constitute a waiver of proceedings under this section. The MWSBE Director will schedule a review within thirty (30) calendar days of receipt of request for appeal and issue a final written decision. This review by the MWSBE Director is the final step available in the administrative process for an appeal of denial of original certification, recertification, or decertification.
5. A firm whose application has been denied may re-apply six months after final denial notice.

J. Review

The policies promulgated under this regulation will be reviewed and evaluated on an annual basis. A full sunset review will be conducted within five (5) years of the adoption of these policies.

XV. MBE, WBE AND SBE FIRM GRADUATION

- A. Certified MWSBE firms will graduate from MWSBE certification when the firm net worth exceeds \$5 million or they exceed 200 employees.
- B. Any interested party may request an evaluation of an MWSBE firm. The MWSBE Division will evaluate the firm at the time of its recertification. If the MWSBE Division determines that the firm has exceeded the size standards described above, the following provisions will apply:
 - 1. Notification. The MWSBE Division will issue a letter of notification to the firm notifying the firm of its graduation. The letter of notification will set forth findings for every material issue relating to the basis of the program graduation with specific reasons for each finding based on facts and in accordance with law, regulations, and this policy.
 - 2. Appeal. The firm will be allowed 45 days from the date of the letter to appeal the decision. To appeal the decision, the company or firm must submit in writing to the MWSBE Division information explaining why the graduation is not warranted. Upon receipt of the appeal, the MWSBE Division will notify the firm in writing of the receipt of the appeal.
 - 3. Review. If the firm appeals its graduation within the requisite 45 days, the Director of PLACE will review the appeal. The Director of PLACE will issue a written decision within 15 days of receipt of the appeal via USPS or certified mail.
 - 4. After the effective date of a firm's graduation as provided for herein, a firm is no longer a certified MWSBE firm. However, the firm remains obligated to complete previously-awarded contracts and/or subcontracts, including any priced bids that may be exercised.

XVI. CAPACITY BUILDING COMPONENT

To ensure that opportunities to participate are available to the maximum number of interested, available, and qualified businesses, the MWSBE Division will develop and implement a comprehensive capacity building component (CBC) that includes outreach and technical assistance. The CBC is aimed at increasing business participation in the City's, County's, and Blueprint's contracting and procurement process. This program may include, without limitation, any or all of the following:

- A. Outreach and information dissemination;
- B. Technical assistance program to prepare MBE, WBE, and SBE firms to compete for specific contracts;
- C. Implement and monitor a supportive services program to develop and improve immediate and long-term business management, record keeping and financial and accounting capability for businesses;
- D. Develop and provide services to help businesses improve their long-term development, increase their opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve self-sufficiency;
- E. Establish a program to assist new, start-up or emerging businesses; and assist businesses in developing their capability to utilize emerging technology and conduct business through electronic media.
- F. Establish a method of evaluating MBE, WBE, and SBE firms and prime contractors and consultants in coordination with the City Procurement Services Division, County Purchasing Division and City, County, and Blueprint project managers to provide feedback on performance and evaluate firm capacity.

XVII. FORMS

OEV will work with the City Procurement Services Division and County Purchasing Division to standardize all bid solicitation forms, requests for proposals, construction contracts, work order agreements and professional service contracts to include a statement referring to the MWSBE policy and the expected level of MWSBE participation.

Leon County Government Leon County, Florida

Policy No. 96-1

Title: Purchasing Policy

Date Adopted: February 25, 2020

Effective Date: February 25, 2020

Reference: Chapters 274 and 287, Florida Statutes

Policy Superseded: Policy No. 96-1, "Purchasing Policy"; adopted January 16, 1996; revised November 25, 1997; February 24, 1998; March 22, 2005; December 13, 2005; June 13, 2006; February 26, 2009; October 27, 2009; February 9, 2010; March 23, 2010; October 12, 2010; June 14, 2011; August 23, 2011; November 8, 2011; February 14, 2012; March 13, 2012; February 12, 2013; October 29, 2013; January 27, 2015; June 20, 2017; November 12, 2019

It shall be the policy of the Leon County Government, that Policy No. 96-1, "Purchasing Policy", revised by the Board of County Commissioners on November 12, 2019 is hereby amended, and a revised policy is hereby adopted in its place, to wit:

LEON COUNTY GOVERNMENT

Purchasing Policy



LEON COUNTY GOVERNMENT
Purchasing Policy

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Policy No. 96-1
Purchasing Policy

Section 1 PURPOSE

This policy is adopted to promote the following purposes:

- A. To simplify, clarify, and modernize the procurement practices used by the Leon County Government.
- B. To promote the continued development of professional and equitable procurement policies and practices.
- C. To promote public confidence in the purchasing procedures followed by Leon County.
- D. To ensure the fair and equitable treatment of all persons who deal with the procurement system of Leon County.
- E. To encourage the growth of small and minority businesses through the promotion of an atmosphere conducive to the development and maintenance of small, minority and women owned business participation in the County's procurement system.
- F. To maximize economy in Leon County procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of Leon County.
- G. To provide safeguards for the maintenance of a procurement system of quality and integrity in Leon County.

Section 2 APPLICATION OF POLICY

- A. **Contracts:** This policy shall apply to contracts/agreements solicited or entered into after the effective date of this policy or subsequent amendments or revisions, unless the parties agree to its application to a contract solicited or entered into prior to the effective date.
- B. **Activities:** This policy shall apply to the purchase/procurement of all materials, supplies, services, construction and equipment except as herein specifically exempted.
- C. **Exemptions from the Purchasing Policy.** The following exemptions do not preclude the County from utilizing competitive procurement practices where possible. The following types of purchasing activities shall be exempt from the purchasing policy except as noted:
 - 1. All heavy equipment repairs shall be exempted from the competitive sealed bid requirements. The Fleet Management Director or designee shall solicit and evaluate quotations and make a recommendation for award. The Purchasing Director shall review the quotations and the recommendation for award and award of the bid shall be made by the appropriate authority as provided in Section 5.0.
 - 2. All purchases of services from a utility whose rates are determined and controlled by the Public Service Commission or other governmental authority, including but not limited to electricity, water, sewer, telephone, and cable television services.
 - 3. All supplies, materials, equipment, or services purchased at a price established in any of the authorized forms of state contracts of the State of Florida Department of Management Services, Division of Purchasing; under the terms and conditions of a cooperative purchasing agreement or term contract by other governmental units, or through other cooperative purchasing organizations.
 - 4. All supplies, and materials, equipment, construction, or services purchased from another unit of government not otherwise limited or prohibited by law.

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5. Service/Maintenance Contracts: Continuing service and/or maintenance contracts that are initially awarded as a part of product acquisition/installation to a vendor who is the manufacturer, developer, or who is the authorized service agent thereof and for which funds are annually appropriated in the budget are exempt from further competitive requirements of this policy. Examples are software/hardware maintenance, building systems maintenance, security systems, etc.
6. Real property, real estate brokerage, options of title or abstracts of title for real property, title insurance for real property, and other related costs of acquisition, rental, or sale of real property.
7. All purchases of used equipment having a value of \$50,000 or less; however, each such purchase shall be supported by one equipment appraisal report from the vendor.
8. All purchases of used equipment having a value greater than \$50,000 and less than \$100,000; however, each such purchase shall be supported by two independent equipment appraisal reports.
9. Library Media and Materials. The purchase of library books, education and/or personnel texts, textbooks, printed instructional materials, reference books, periodicals, databases, indexes, pre-recorded library media materials, e.g. audio and video cassettes, film strips, films, sound recordings, computer software, etc., and printed library cards that are to be a part of the library collection are exempt.
10. Grants (Direct Payment) by the County and social services (e.g. burials, reimbursable emergency assistance payments to approved social service agencies, down payment assistance, temporary housing relocation expenses and indigent medical and tubercular care patient services).
11. Advertisements (except Delinquent Tax Notices).
12. Training Media and Services. When such materials or services are available only from the producer, publisher, owner of the copyright or patent, educational institution or training service provider, which developed the training program, the purchase, is exempt from competitive requirements. Approval thresholds in Section 5.0 shall apply.
13. Software. Upgrades, software modification services by the copyright holder, and related software enhancements to installed software purchased through competitive means are exempt. The purchase of new software packages or systems shall follow the thresholds and procedures of the policy to ensure competitive selection.
14. Corporate and media sponsorship agreements up to the formal bid threshold in Section 5.0.
15. Licensed health professionals, e.g., Doctors, Nurses, Veterinarians who provide service directly to patients.
16. Training and educational courses, contracts between the County and governmental entities or nonprofit corporations, dues or memberships, publications, meeting rooms, and hotels when any of the procurements listed previously are below the formal bid threshold in Section 5.0.
17. Lectures by individuals.
18. Artistic services, works of art for public places, and art design and conservation services.
19. Continuing education events or programs.
20. Services of legal counsel authorized by the Office of the County Attorney, including, but not limited to, attorney, expert witnesses, conflict counsel, court reporters, paralegal, mediator, and other services required by the Office of the County Attorney.

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21. Travel arrangements and expenses. (Reference Travel Policy)
22. Tourism Event Hosting Applications/Requests/Bids
23. Revenue Generating contracts
24. Food, to include water and beverages, may be purchased with an explanation of the public purpose. (Reference Food Policy)
25. Any other commodities or contractual services listed in Section 287.057 (3) f., Florida Statutes.

D. Environmentally Preferred Purchasing

1. The County will seek to increase acquisition and utilization of environmentally preferred products and services, consistent with price, performance, availability and safety considerations. Environmentally preferred purchases are products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.
2. The County may consider paying a reasonable premium for environmentally preferred products and services.
3. Any vendor contracting with the County is encouraged to purchase products or materials with recycled content when those products or materials are available at reasonable prices within a reasonable period of time unless the products or materials fail to meet reasonable performance standards.

Section 3 DEFINITIONS

- A. The following terms defined in this section shall have the meanings set forth below whenever they appear in this policy:
1. "Addendum" is a written document used to expand or more fully explain the terms of a solicitation instrument (Invitation to Bid or Request for Proposals). An addendum is not to be confused with a contract "amendment."
 2. "Agreement/Contract" means all types of Leon County agreements, regardless of what they may be called, for the purchase or disposal of supplies, services, materials, equipment, or construction and which name the terms and obligations of the business transaction.
 3. "Blanket Purchase Order" means a purchase order issued to a vendor for an amount not to exceed the face value of the purchase order. A blanket purchase order is for the procurement of commodities or services no single item of which shall exceed the threshold for small purchases unless the appropriate method of procurement was used to generate the Blanket Purchase Order.
 4. "Board" means the Board of County Commissioners of Leon County, Florida.
 5. "Brand Name or Equivalent Specification" means a specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the County requirements, and which provides for the submission of equivalent products.
 6. "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

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7. "Change Order" means a written order amending the scope of, or correcting errors, omissions, or discrepancies in a contract or purchase order.
8. "Commodity" means a product that the County may contract for or purchase for the use and benefit of the County. A specific item, it is different from the rendering of time and effort by a provider.
9. "Competitive Sealed Bidding" (Invitation for Bid) means a written solicitation for sealed competitive bids used for the procurement of a commodity, group of commodities, or services valued more than the threshold for this category. The invitation for bids is used when the County is capable of specifically defining the scope of work for which a contractual service is required or when the County is capable of establishing precise specifications defining the actual commodity or group of commodities required.
10. "Construction" means the process of building, attaining, repairing, improving, or demolishing any public structure or building, or other public improvement of any kind to any public real property. It does not include routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
11. "Contract amendment or modification" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
12. "Contractor" means any person having a contract with Leon County (not to include employment contracts).
13. "Contractual Services" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged there under; and professional, technical, and social services.
14. "Contractual Services Contract" is a contract for a contractor's time and effort rather than the furnishing of specific commodities. Satisfactory completion of the service and/or a specified period of time or date completes such contract.
15. "Cooperative Purchasing" is procurement conducted by, or on behalf of, more than one public procurement unit.
16. "Cost Analysis" is the evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
17. "Data" means recorded information, regardless of form or characteristic.
18. "Definite Quantity Contract" is a contract whereby the contractor(s) agrees to furnish a specific quantity of an item or items at a specified price and time to specified locations. Delivery by the vendor and acceptance of the specific quantity by the County completes such contract.
19. "Designee" means a duly authorized representative of a person holding a superior position.
20. "Emergency" means when there exists a threat to public health, welfare, or safety; natural or unnatural, unexpected events; accidents; or loss to the County under emergency conditions which shall be considered to mean those situations where the operation of a department or division would be seriously impaired if immediate action were not taken.
21. "Emergency Purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riots, fires, floods, accidents or any circumstances or cause beyond the control of the

- agency in the normal conduct of its business) where the delay incident to competitive bidding would be detrimental to the interests of the County.
22. "Employee" means an individual drawing a salary from Leon County, whether elected or non-elected. For the purposes of this policy, it also means that any non-compensated individual performing personal services for Leon County is to be governed by these rules.
 23. "Established Catalog Price" is the price included in a catalog, price list, schedule, or other form that:
 - a) is regularly maintained by a manufacturer or contractor;
 - b) is either published or otherwise available for inspection by customers; and
 - c) states prices at which sales are currently or were last made to a significant number of any category of buyers or those buyers constituting the general buying public for the supplies or services involved.
 24. "Field Quotes" is the procurement procedure used by the operating department or divisions to purchase commodities or contractual services with a value within the threshold amounts set for this category and are conducted by the department or division.
 25. "f.o.b. or FOB (free on board)" is a term used in conjunction with an identified physical location to determine the responsibility and basis for payment of freight charges, and the point at which title for the shipment passes from seller to buyer. Commonly used deliveries are:
 - a) FOB Destination. A shipment to be delivered to a destination designated by the buyer and the point at which buyer accepts title.
 - b) FOB Shipping Point (Origin). A shipment is to be delivered to the buyer with passage of title, on board the indicated conveyance or carrier at the contractor's designated facility.
 26. "Gratuity" is a payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, inuring to the benefit of an employee, unless consideration of substantially equal or greater value is given by the employee.
 27. "Informal Sealed Bid" is a written solicitation method used by the County for securing prices and selecting a provider of commodities or services with a value within the threshold for this category.
 28. "Intended Decision" means a written notice that states the firm or firms to whom the County intends to award a contract resulting from a solicitation and which establishes the period in which a notice of intent to protest may be timely filed. The Intended Decision is posted on the County website and on the Public Notice board in the Purchasing Division.
 29. "Invitation for Bid" (Competitive Sealed Bidding) means a written solicitation for sealed competitive bids used for the procurement of a commodity, group of commodities, or services valued more than the threshold for this category. The invitation for bids is used when the County is capable of specifically defining the scope of work for which a contractual service is required or when the County is capable of establishing precise specifications defining the actual commodity or group of commodities required.
 30. "Invitation to Negotiate" means a written solicitation that calls for responses to select one or more persons or business entities with which to commence negotiations for the procurement of commodities or contractual services.
 31. "Joint Venture" means:
 - a) a combination of contractors performing a specific job in which business enterprises participate and share a percentage of the net profit or loss; or
 - b) a joint business association of a minority individual(s)/firm(s) as defined herein, and a non-minority individual(s)/firm(s) to carry out a single business enterprise for which purpose the individuals/firms combine their property, money, efforts, skills and/or knowledge.

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32. "Local Business" means a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six months immediately prior to the issuance of the request for competitive bids or request for proposals by the county; and
 - b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business that is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
33. "Manufacturer" means a person or firm engaged in the process of making, fabricating, constructing, forming, or assembling a product(s) from raw, unfinished, semi-finished, finished, or recycled materials through a direct contract/agreement on behalf of the general contractor.
34. "Minor Irregularity" means a variation from solicitation terms and conditions which does not affect the price of the solicitation of the quality of services sought, give the bidder/proposer an unfair advantage over other bidders/proposers, or adversely impact the interests of the County.
35. "Option to Renew" means a contract clause that allows a party to reinstate the contract for an additional term.
36. "Person" means any business, individual, committee, club, other organization, or group of individuals.
37. "Pre-Bid Conference" (or Pre-Proposal Conference) means a meeting held with prospective bidders prior to solicitation of or the date for receipt of bids or proposals, to recognize state of the art limits, technical aspects, specifications, and standards relative to the subject, and to elicit expertise and bidders' interest in submitting a bid or pursuing the task.
38. "Procurement Award" is an award of a contract for goods or services resulting from a solicitation through action by the Board of County Commissioners in a public meeting.
39. "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined by the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his professional employment or practice.
40. "Purchase Order" means that document used by Leon County to request that a contract be entered into for a specified need, and may include, but not be limited to, the technical description of the requested item, delivery schedule, transportation, criteria for evaluation, payment terms, and other specifications.
41. "Purchasing" means buying, procuring, renting, leasing, or otherwise acquiring any materials, supplies, services, construction, or equipment. It also includes all functions that pertain to the obtaining of any material, supplies, services, construction, and equipment, including description of specifications and requirements, selection and solicitation of resources, preparation, and award of contract.
42. "Purchasing Director" means the Leon County employee duly authorized to enter into and administer contracts and make written determinations with respect thereto under the terms of the purchasing policies of the Leon County Government.
43. "Purchasing Quotes" is the procedure used to purchase commodities or contractual services wherein the Purchasing Director or Purchasing Agents obtain either written or oral quotations from three or more vendors for purchases within the threshold amounts set for this category.
44. "Recycled Content" means materials that have been recycled and are contained in the products or materials to be procured, including, but not limited to, paper, plastic, aluminum, glass, and composted

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- materials. The term does not include internally generated scrap that is commonly used in industrial or manufacturing processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product.
45. "Regulation" means a statement by the Board of County Commissioners having general or particular applicability and future effect, designed to implement, interpret, or prescribe law, policy, or practice.
 46. "Request for Information" means a written or electronically posted request to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted to form a binding contract.
 47. "Request for Proposals" (RFP) means a written solicitation for sealed proposals with the title, date, and hour of public opening designated. The request for proposals may be used when the County is unable to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required, and when the County is requesting that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document.
 48. "Request for a Quote" means a solicitation that calls for pricing information for purposes of competitively selecting and procuring commodities and contractual services from qualified or registered vendors.
 49. "Responsible bidder or offeror" means a person who has the capability, in all respects, to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.
 50. "Responsive bidder" means a person who has submitted a bid, which conforms in all material respects to the Invitation to Bid or the Request for Proposals.
 51. "Revenue Generating Contract" means a contract where revenue is received for goods and services provided on behalf of governmental entities.
 52. "Services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which is not defined as supplies and which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
 53. "Small Purchases" means the procurement of commodities or services with a value within the thresholds set for this category without the requirement of quotes, bids, or public notice under procedures established by the Purchasing Division.
 54. "Single Source Purchase" means the purchase of a commodity, service, equipment, or construction item(s) from one available practical source of supply because of standardization, warranty, or other factors, even though other competitive sources may be available. A Single Source may be declared such by the Board of County Commissioners for reasons acceptable to it.
 55. "Sole Source Purchase" means the purchase of a commodity, service, equipment, or construction item(s) from one available practical source of supply because of an inability to obtain competition, proprietary technology, copyright, or a supplier's unique capability. A Sole Source may be declared such by the Board of County Commissioners for reasons acceptable to it.
 56. "Specification" means any description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled, or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.
 57. "Supplier" means a person or firm who engages in the selling of materials and supplies to contractors, subcontractors, and/or manufacturers for the purpose of constructing, repairing, altering, remodeling,

adding to or subtracting from or improving any building, structure, or property through a direct contract/agreement on behalf of the general contractor.

58. "Tangible Personal Property" is defined as property which has an original acquisition cost of \$1,000 or more; is not consumed in use and has a useful life of one year or more after initial acquisition; is not fixed in place and not an integral part of a structure or facility; and is not an integral part or component of another piece of equipment.
59. "Term Contract" means indefinite quantity contract whereby a contractor(s) agrees to furnish an item or items during a prescribed period of time (such as 3, 6, 9, 12 months or a specific date). The specified period of time or date completes such contract.
60. "Tie (Identical) Bid" is when two or more bids are equal with respect to price and it appears that the quality and service offered by the vendors are otherwise comparable.
61. "Tourism Event Hosting Application/Request/Bid" means the process utilized by the Tourism Department when applying to organizations to host tourism events.

Section 4 AUTHORITY OF PURCHASING DIRECTOR

- A. The Purchasing Director shall serve as the central purchasing officer of Leon County.
- B. The Purchasing Director shall develop and administer operational procedures implementing this policy and for governing the internal functions of the Division of Purchasing.
- C. Except as otherwise specifically provided in this policy, the Purchasing Director, or his/her designee, shall, in accordance with regulations promulgated by the Leon County Government:
 1. Purchase or supervise the purchase of all supplies, services, materials, equipment, and construction services defined within the scope of this policy.
 2. Operate a central warehouse for the purchasing, in bulk, of items that may be more economically bought and distributed than when purchased on an individual basis; and, to provide facilities for storage of critically needed supplies.
 3. Administer the County Purchasing Card Program.
 4. Administer the Property Control Program.
- D. Upon the prior approval of the County Administrator or designee, the Purchasing Director may delegate authority to designee(s) as allowed by law or rule.
- E. The Purchasing Director shall coordinate with the Tallahassee-Leon County Office of Economic Vitality, Office of Minority, Women, and Small Business Enterprise, to implement, monitor, and enforce the Tallahassee – Leon County – Blueprint Intergovernmental Agency, Minority, Women, and Small Business Enterprise Policy.

Section 5 PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Table 1 Purchasing Process Thresholds	
Procurement Method	Threshold
Petty Cash/Reimbursement (Section 5.02)	Not to exceed \$100
Small Purchase Procedures (Section 5.03) Tangible Property/Controlled Asset Consumables Warehouse Operations (Section 5.031)	\$1 to \$1,000 \$1 to \$2,500 \$1 to \$5,000
Blanket Purchase Orders (Section 5.04) Non-contractual Basis Contractual Basis	not to exceed \$5,000 not to exceed annual contract value
Field Quotes (Section 5.05) Tangible Property/Controlled Asset Consumables	\$1,000 to \$5,000 \$2,500 to \$5,000
Purchasing Quotes (Section 5.06)	\$5,000.01 to \$50,000
Bid - Informal Bid Process – Standard (Section 5.07)	\$50,000.01 to \$100,000
Bid – Informal Bid Process for Tenant Renovations/ Improvements to County Space Leased by Private Entities (Section 5.07.1)	\$50,000.01 to \$200,000
Bid - Competitive Sealed Bids (Section 5.08)	\$100,000.01 and above
RFP - Competitive Sealed Proposals (Sections 5.09 and 5.09.1)	Purchasing Director – Authorized to Release RFPs Expected to Result in Costs No Greater than \$100,000; County Administrator – Authorized to release all RFPs

Table 2 Contract Award and Signature Authority Thresholds	
Individual	Threshold¹
Purchasing Director	*Procurement Agreements up to \$100,000
County Administrator	*Procurement Agreements greater than \$100,000 and no greater than \$250,000
Board of County Commissioners	*Procurement Agreements greater than \$250,000
¹ Term contracts will be awarded based upon the value of the initial term of the contract.	
*All contracts will be in a form approved by the County Attorney's Office prior to execution.	

Section 5.01 UTILIZATION OF MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISES

Leon County procurement activities will be conducted in compliance with the Tallahassee – Leon County – Blueprint Intergovernmental Agency, Minority, Women, and Small Business Enterprise Policy as adopted by the Leon County Board of County Commissioners on February 25, 2020. Employees are encouraged to seek out and utilize certified minority, women-owned, and small business enterprises in the procurement process, when available.

Whenever practicable, at least one of the three quotes/bids from certified minority, women, and small business enterprises shall be secured for Small Purchases, Field Quotes, Purchasing Quotes, and Informal Bids. The Purchasing Director or designee shall review the quotations and make the award or require additional quotations/bids prior to award.

Section 5.02 PETTY CASH/REIMBURSEMENT

- A. Petty cash funds shall be established and administered under the financial policies of the Board.
- B. Purchases from any petty cash fund or the reimbursement for a purchase shall be governed by the following requirements:
 - 1. No purchase of any single item from any petty cash fund or for reimbursement shall exceed the authorized dollar limit for petty cash/reimbursements in Section 5.
 - 2. Reimbursement for employee travel expenses from a petty cash fund shall not be allowed, except for local parking or toll costs.
 - 3. Funds contained within a petty cash fund shall not be expended for the payment of salaries.
 - 4. Expenditures from a petty cash fund or personal funds shall be reimbursed, provided:
 - a) They are supported by itemized vouchers, invoices, or receipts signed by the division or department head or designee.
 - b) They qualify as a proper public purpose.
 - c) They are expenses included within the approved annual budget of the division or department.

Section 5.03 SMALL PURCHASES

The purchase of commodities, equipment, and services, which cost less than the threshold authorized in Section 5, does not require solicitation of quotes or bids. Small purchases shall be authorized by Department or Division heads or their designees. Small purchase thresholds are to be determined utilizing the definitions below. Specific questions should be referred to the Purchasing Division for final decisions as to the determination of the category to be utilized.

- A. Tangible Property/Controlled Asset - Items/Assets that require a property tag and inclusion on the County inventory. ALL Tangible Property must be procured via a purchase order pursuant to the Tangible Personal Property Policy No. 02-5. For purposes of this section tangible property/controlled asset includes the following:
 - 1. An item which has an original acquisition cost of \$1,000 or more; is not consumed in use and has a useful life of one year or more after initial acquisition; is not fixed in place and not an integral part of a structure or facility; and is not an integral part or component of another piece of equipment; and
 - 2. An item with a historical cost less than \$1,000 but has been identified as being particularly at risk or vulnerable to loss or theft and having a residual value when approaching its end of shelf life by the Purchasing Director and the appropriate Division Director. Examples include computers, laptops, iPads, certain types of IT equipment, and certain types of maintenance equipment.
- B. Consumables – Commodities and services that are not included in the Tangible Property/Controlled Asset description above. These items are generally assumed to be consumed during use, have little to no residual value when wear-out is achieved/reached, intended to be used up and then replaced, or used up very quickly. Some examples include writing instruments, fuel, filters, most items of clothing, paper products, food, and some replaceable hand tools such as shovels, rakes, etc.

Section 5.03.1 WAREHOUSE OPERATIONS

The purchase of commodities, materials, and equipment for warehouse inventory, which cost less than the threshold authorized in Section 5, does not require solicitation of quotes or bids. Use of economic indices, review of costs, market trends, and/or use of periodic quotations shall be used by staff to assure cost effective purchases.

Section 5.04 BLANKET PURCHASE ORDERS

Blanket Purchase Orders of either type listed below shall not be used to purchase any tangible personal property item. Tangible personal property items shall be listed as individual line items on a purchase order.

- A. Non-contractual Basis - All purchases made with a non-contractual blanket purchase order shall follow the thresholds and requirements for competitive selection. No purchase order shall be issued for an amount greater than the limit established for a non-contractual blanket purchase order in Section 5 of this policy for the purchase of goods or services not under a contractual arrangement authorized under this purchasing policy or approved by the Board.
- B. Contractual Basis - No purchase order shall be issued for an amount greater than the limit established for a contractual blanket purchase order in Section 5 of this policy for the purchase of goods or services unless approved by the Board.

Section 5.05 FIELD QUOTES

The purchase of goods and services, which cost within the range authorized for field quotes in Section 5, shall require competitive quotations from three or more vendors. The quotations may be obtained by the Department/Divisions.

Section 5.06 PURCHASING QUOTES

The purchase of goods and services, which cost within the range authorized for purchasing quotes in Section 5, shall require competitive quotations from three or more vendors. The quotations may be obtained by the operating department/division or the Purchasing Division and shall be reviewed by the Purchasing Director, or designee. Quotes must be on company letterhead, quote forms, or in a similar format with a date and signature of an authorized representative of the vendor. Quotes obtained for PCard purchases must be attached to the PCard reconciliation.

Section 5.07 INFORMAL BIDS

For purchases within the cost range authorized for informal bids in Section 5, the Purchasing Director or designee shall secure, whenever possible, a minimum of three written quotations, which shall be the result of written specifications transmitted by mail, by electronic format, or by facsimile. When such quotations are received by facsimile, the purchasing agent will immediately seal and label the quotations until the time set for opening bids. In those instances where the securing of three quotations is not practicable, the Purchasing Director or designee shall provide written justification of such. The quotations shall be reviewed, and a written recommendation of award shall be prepared for review and action.

Section 5.07.1 INFORMAL BIDS FOR TENANT RENOVATIONS AND IMPROVEMENTS FOR LEASED SPACE

For purchases for tenant renovations/improvements for County-owned spaces leased to private entities and within the cost range authorized for informal bids for lease space in Section 5, all procedures in Section 5.07 shall be followed.

Section 5.08 COMPETITIVE SEALED BIDDING

- A. Conditions for Use. All contracts for purchases of a single item or aggregate for the proposed term of service in excess of the established base amount for competitive sealed bidding in Section 5 shall be awarded on the basis of sealed competitive bidding, except as provided in Section 5.09, Competitive Sealed Proposals.
- B. Invitation to Bid. An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. All interpretations or corrections shall be issued as addenda. The County shall not be responsible for oral clarifications or representations.

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1. Alternate(s). Alternate bids will not be considered unless authorized by and defined in the invitation to bid or addenda thereto.
2. Approved Equivalents. The County reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with, stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the invitation to bid or addenda thereto.
3. Negotiation of Terms and Conditions – Less Than Two Responsive Submissions. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Director, or designee may negotiate on the best terms and conditions. The Purchasing Director or designee shall document the reasons that such action is in the best interest of the County in lieu of resoliciting competitive sealed bids, proposals, or replies. The Purchasing Director shall report all such actions to the County Administrator or designee prior to final award of any contract resulting from the negotiations.

C. Public Notice.

1. The solicitation of competitive bids or proposals for any County construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any County construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the County in any manner that is reasonable under the emergency circumstances.

The solicitation of competitive bids for work on roads shall be publicly advertised in a newspaper of general circulation in the county at least once each week for two consecutive weeks.

2. Changes to Public Notice. If the location, date, or time of the bid opening changes, written notice of the change shall be given in the form of an addendum, as soon as practicable after the change is made and posted on the Purchasing Division website.
3. Each invitation to bid, request for proposals, request for qualifications, invitation to negotiate, or other procurement solicitation which is anticipated to include travel expenses by authorized persons as defined in the Leon County Travel Policy shall include the following notice:

“Consultant travel which is not covered within the scope of the consultant’s contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Government and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.”

- D. Bid Opening. Bids shall be opened publicly. At least one representative from the Division of Purchasing shall open the bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and such other relevant information as may be deemed appropriate by the Purchasing Director, together with the name of each bidder, and all witnesses shall be recorded. The record (Tabulation Sheet) and each bid shall be open to public inspection as provided by law.

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- E. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as: inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose and/or factors to determine a bidder's level of responsibility such as references, work history, bonding capacity, licensure, certifications, etc. Those criteria that will affect the bid price and that are to be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that is not set forth in the Invitation to Bid, in regulations, or in this policy.
- F. Bid Agenda Item/Award Memo. The Tabulation Sheet and other bid documents, as necessary, shall be presented to the appropriate department or division head for review and recommendation. The department or division head shall prepare the recommendation in the appropriate format to the awarding authority as prescribed in Section 5.
- G. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids, before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate under the sole discretion of the County. Mistakes discovered before bid opening may be modified or withdrawn upon written notice received in the office designated in the Invitation for Bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid price or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
1. the mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
 2. the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Director and concurred with by the County Administrator.
- H. Multi-Step Sealed Bidding.
1. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids or request for proposals may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
 2. A multi-step process utilizing pre-qualification of bidders or respondents may be used to ensure that the bidders/respondents have the appropriate licensure, capacity, qualifications, experience, staffing, equipment, bonding, insurance and similar project-based criteria to successfully perform a specific project or service. Those bidders/respondents determined qualified in the pre-qualification will then be eligible to participate in the invitation to bid or request for proposal process for the project or service. The Purchasing Director shall develop and administer operational procedures governing any such pre-qualification process.
- I. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid. The County reserves the right to waive any minor irregularity in bids and to make an award in whole or in part when either or both conditions are in the best interest of Leon County. The contract shall be awarded by purchase order or other written notice. Every procurement of contractual services shall be evidenced by a written agreement.

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1. Notice of Intended Decision. The Intended Decision shall be posted on the County website and on the public notice board in the Purchasing Division. This written notice shall state the firm or firms to whom the County intends to award the contract resulting from the solicitation and establishes the 72 consecutive hour period in which a notice of intent to protest may be timely filed.
 2. Notice of Right to Protest. Any bid award recommendation may be protested if the recommendation is alleged to be contrary to the County's rules or policies, the solicitation specifications, or law. The standard of proof for such proceedings shall be whether the action is clearly erroneous, contrary to competition, arbitrary or capricious. Such notice of intent of bid protest shall be delivered to the Purchasing Director within 72 consecutive hours after posting of the Notice of Intended Decision of Award (excluding Saturdays, Sundays, and County holidays). Protestor shall file thereafter a formal written bid challenge within 10 calendar days after the date in which the notice of intent of bid protest has been submitted. Failure to timely file a notice of intent of bid protest or failure to timely file a formal written bid protest with the proper bond shall constitute a waiver of all rights provided under the Leon County Purchasing Policy.
- J. Cancellation of Invitations for Bids. An invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the County, as determined by the Purchasing Director or designee, in concurrence with the County Administrator or designee. Notice of cancellation shall be provided to all plan-holders and posted on the County website. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.
- K. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Purchasing Director, or designee for the following reasons:
1. Failure to materially perform according to contract provisions on prior contracts with the County.
 2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
 3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
 4. Clear and convincing evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
 5. Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133(3)(a).
 6. Other reasons deemed appropriate by the Board of County Commissioners.
- L. Negotiation of Terms and Conditions – Less Than Two Responsive Submissions. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, or all bids received exceed the available budget identified for the commodity or contractual service, the Purchasing Director or designee may negotiate on the best terms and conditions. The Purchasing Director or designee shall document the reasons that such action is in the best interest of the County in lieu of resoliciting competitive sealed bids, proposals, or replies. The Purchasing Director shall report all such actions to the County Administrator or designee prior to final award of any contract resulting from the negotiations. Award will be made according to the award thresholds in Section 5.
- M. Local preference in bidding.
1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual

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services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the County may give a preference to Local Businesses in making such purchase or awarding such contract, as follows:

- a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of five percent of the bid price.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of three percent of the bid price.
 - c) The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids, which are part of the bid and being recommended for award by the appropriate authority.
2. Certification. Any vendor claiming to be a Local Business shall so certify in writing to the purchasing division. The certification shall provide all necessary information to meet the requirements for a Local Business as defined herein. The purchasing agent shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."
 3. Waiver. The application of local preference to a particular purchase, contract, or category of contracts for which the County is the awarding authority may be waived upon written recommendation of the County Administrator and approval of the Board. The application of local preference to a particular purchase, contract, or category of contracts below the award authority of the Board may be waived upon written recommendation of the Director of Purchasing and approval of the County Administrator or designee.

(Reference Article IX, Section 2-400, Chapter 2 of the Code of Laws of Leon County, Florida)

N. Prohibited Communications

Any form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, communications with the County Attorney or communications with the Purchasing Director.

Prohibited communications may result in disqualification from the particular request for proposal, request for qualification, bid, or any other competitive solicitation and shall be grounds for suspension from doing business with the County.

Section 5.09 COMPETITIVE SEALED PROPOSALS

Section 5.09.1 PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES

- A. Purpose. The purpose of this section, and the procedures established hereunder, is to ensure compliance with Section 287.055 Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA). This act establishes parameters within which the County must select professional services from architects, engineers, landscape architects, surveyors, and mappers. The CCNA requires the County to select these services on a qualitative basis using prescribed criteria prior to any negotiations, which may consider the cost of such services.
- B. Public Announcement. It is the policy of the County to publicly announce all requirements for professional architectural, engineering, landscape architectural, land surveying, and mapping services, and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the Purchasing Director may require firms to submit a statement of qualifications, performance data, and other information related to the performance of professional services.
1. Scope of Project Requirements.
 - a) For specific projects, the County office requesting the professional services shall submit to the Purchasing Director written project requirements indicating the nature and scope of the professional services needed by the office, including but not limited to the following:
 - 1) the general purpose of the service or study;
 - 2) the objectives of the study or service;
 - 3) estimated period of time needed for the service or the study;
 - 4) the estimated cost of the service or study;
 - 5) whether the proposed study or service would or would not duplicate any prior or existing study or service; and
 - 6) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.
 - b) For Continuing Supply Services, the County office requesting the professional services shall submit to the Purchasing Director written project requirements indicating the nature and scope of the professional services needed by the office, including but not limited to the following:
 - 1) the general purpose of the service or study;
 - 2) estimated period of time needed for the service or the study;
 - 3) the estimated cost of the service or study;
 - 4) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.
 2. Review of Project Requirements. The Purchasing Director or his/her designee shall review the scope of project requirements and prepare a draft request for proposals. The draft RFP shall be submitted to the requesting office for consideration and revision, as may be needed, prior to public distribution of the RFP.
 3. Distribution of RFP. The Purchasing Director shall distribute the RFP in accord with standard procedures including publication of legal notice and provide notification of the date and time when such proposals are due. Public notice shall be as provided in Section 5.08 (C).

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4. Negotiation of Terms and Conditions – Less Than Two Responsive Submissions. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Director, or designee may negotiate on the best terms and conditions. The Purchasing Director, or designee shall document the reasons that such action is in the best interest of the County in lieu of resoliciting competitive sealed bids, proposals, or replies. The Purchasing Director shall report all such actions to the County Administrator or designee prior to final award of any contract resulting from the negotiations.
 5. Modification Prohibition. After the publicized submission time and date, any proposal received shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Purchasing Director or the Selection Committee (defined in Section 5.09.1(C) at any point in the process prior to contract negotiations.
 6. Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the County is able to reuse existing plans from a prior project. However, public notice of any plans, which are intended to be reused at some future time, shall contain a statement that provides that the plans are subject to reuse.
 7. Local preference in Requests for Proposals.
 - a) In the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - 1) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of five percent.
 - 2) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of three percent.
 - b) Certification. Any vendor claiming to be a Local Business shall so certify in writing to the purchasing division. The certification shall provide all necessary information to meet the requirements for a Local Business as defined herein. The purchasing agent shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a “Local Business.”
 - c) Waiver. The application of local preference to a particular purchase, contract, or category of contracts for which the County is the awarding authority may be waived upon written recommendation of the County Administrator and approval of the Board. The application of local preference to a particular purchase, contract, or category of contracts below the award authority of the Board may be waived upon written recommendation of the Director of Purchasing and approval of the County Administrator.
- (Reference Article IX, Section 2-400, Chapter 2 of the Code of Laws of Leon County, Florida)*
8. Exemptions. This section shall not apply to a professional service contract for a project where the basic construction cost is estimated by the agency to be less than the threshold amount provided in s. 287.055, Florida Statutes, or for a planning or study activity when the fee for professional services is estimated by the agency to be less than the threshold amount provided in s. 287.055, Florida Statutes, or in cases of valid public emergency so certified by the County Administrator. This section shall not apply to any requirement for professional services if a continuing contract is in effect and a determination is made to utilize the continuing contract to obtain such services.

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- C. CCNA Evaluation Committee Membership and Evaluation.
1. Depending on the expected complexity and expense of the professional services to be contracted, the County Administrator, or his/her designee shall determine whether a three member or five-member selection committee will best serve the needs of the County.
 2. Membership of all Evaluation Committees shall be appointed by the County Administrator or his/her designee.
 3. Public Meetings. In accordance with Florida Statute 286.011, all Evaluation Committee meetings subsequent to the opening of the solicitation are to be public meetings. The Chairperson shall be responsible to provide the Purchasing Division with all meeting information (date, time, location, and reason for meeting) no less than 96 hours in advance of any scheduled meeting, excluding holidays and weekends. The Purchasing Division will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Division offices and on the Leon County website. The Purchasing Director shall develop and implement Evaluation Committee procedures to ensure compliance with public meeting requirements.
 4. Contact with the CCNA Evaluation Committee. Members of the CCNA Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings. The conduct of the business and discussions regarding the proposals before the CCNA Evaluation Committee must be done in the public meetings only.
 5. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
 - a) The initial ranking of proposals is based upon the points given in the Weighted Scoring Sheet utilizing the Evaluation Criteria Matrix. The scores will be provided by the Purchasing and MWSBE Divisions for Local preference and MWBE participation, respectively.
 - b) Shortlisting. The best-qualified respondents shall be based upon the CCNA Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the Weighted Scoring Sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Administrator or designee, after input and discussion with the CCNA Evaluation Committee, approves adding additional firms to the shortlist.
 6. Presentations/Interviews. The CCNA Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.
 7. Final Ranking. The CCNA Evaluation Committee shall utilize the Ordinal Process Rating System to rank the firms. The respondents shall be listed in order of preference starting at the top of the list. The list of best-qualified persons shall be forwarded to the County Administrator or Board, as appropriate, for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.
- D. Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Director or designee(s) or by a Negotiation Committee.
1. Negotiation Committee Membership. Membership of the three-member Negotiation Committee shall consist of:
 - a) the Purchasing Director, or the designee of the Purchasing Director who shall chair the committee,
 - b) the head of the primary using department or agency, or his/her designee,
 - c) the County Attorney or designee.

2. Negotiation. The Negotiator(s) shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Negotiator(s) determines to be fair and reasonable to the County. In making this decision, the Negotiator(s) shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the Negotiator(s) be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Negotiator(s) shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Negotiator(s) shall formally terminate negotiations, and shall then undertake negotiations with the third most qualified firm. Should the Negotiator(s) be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Negotiator(s) shall continue negotiations in accordance with this Section until an agreement is reached or until a determination has been made not to contract for such services.
 3. Continuing Contracts. Nothing in this section (5.09.1) shall be construed to prohibit continuing contracts for professional services between a firm and the County.
- E. Cancellation of Solicitations. Any solicitation may be canceled, or any or all responses may be rejected in whole or in part when it is in the best interests of the County, as determined by the Purchasing Director in consultation with the County Administrator or designee. Notice of cancellation shall be provided to all plan-holders and posted on the County website. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

Section 5.09.2 OTHER COMPETITIVE SEALED PROPOSALS

- A. Conditions for Use. When the Director of Purchasing determines that the use of competitive sealed bidding is either not practical or not advantageous to the County, a contract may be entered into by the use of competitive sealed proposals.
- B. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 5.09.1.
- C. Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in subsection 5.08C of this policy for competitive sealed bidding.
- D. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation criteria.
- E. Proposal Cancellation or Postponement. The Director of Purchasing or designee may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
- F. Revisions and Discussions with Responsible Offerors. Discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

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- G. Award. Award shall be made to the responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to Leon County, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal. The County reserves the right to waive any minor irregularity in proposals and to make an award in whole or in part when either or both conditions are in the best interest of Leon County.
- H. Local preference in Other Competitive Sealed Proposals. In the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - 1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of five percent.
 - 2. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of three percent.

(Reference Article IX, Section 2-400, Chapter 2 of the Code of Laws of Leon County, Florida)

- I. Negotiation of Terms and Conditions – Less Than Two Responsive Submissions. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Director or designee may negotiate on the best terms and conditions. The Purchasing Director or designee shall document the reasons that such action is in the best interest of the County in lieu of resoliciting competitive sealed bids, proposals, or replies. The Purchasing Director shall report all such actions to the County Administrator or designee prior to final award of any contract resulting from the negotiations.
- J. Cancellation of Solicitations. Any solicitation may be canceled, or any or all responses may be rejected in whole or in part when it is in the best interests of the County, as determined by the Purchasing Director in consultation with the County Administrator or designee. Notice of cancellation shall be provided to all plan-holders and posted on the County website. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

Section 5.10 SINGLE AND SOLE SOURCE PURCHASES

- A. Single/Sole Source Certification. A contract may be awarded, except as otherwise provided for under state law, for a supply, service, material, equipment or construction item(s) without competition when the Purchasing Director, with the concurrence of the County Administrator or designee, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service, equipment, or construction item(s). Such awards will be made within the authorized procurement limits identified in Section 5.0. When a purchase exceeds the threshold amount for Board approval, the item will be placed on the agenda for Board approval and certification that the vendor has been determined to be a single or sole source.
- B. Additional Purchases from Certified Single/Sole Source. The Purchasing Director shall be authorized, after initial single/sole source certification, to make additional purchases from a sole source vendor for a minimum of one year or until such time as contrary evidence is presented regarding sole source eligibility.

Section 5.11 EMERGENCY PURCHASES

- A. Authorization During Normal Business Hours. In the case of emergencies that require the immediate purchase of goods, equipment or services, the County Administrator, Purchasing Director, Group Director, or his designee shall be empowered to secure such goods or services without competitive bidding. In this event, all measures

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reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the County of the goods or services procured.

- B. Authorization Outside of Normal Business Hours. A department or division head, during non-business hours, is authorized to make purchases without competitive bids, when an emergency arises.
- C. Documentation and Approval. Documentation for emergency purchases pertaining to Section 5.11 (A) and (B) shall be submitted to the Purchasing Office on the standard requisition form with a detailed explanation, and support material attached, if applicable, within 10 workdays after the event occurred. Emergency purchases that exceed the competitive sealed bid threshold shall be ratified by the Board. Emergency purchases within the informal bid thresholds shall be approved by the County Administrator after-the-fact.
- D. Mutual Aid Agreements. The County may enter into and utilize Mutual Aid Agreements as provided in Chapter 252, Florida Statutes in the event of emergency situations. The Purchasing Director shall be authorized to invoke the terms of the Mutual Aid Agreement.

Section 5.12 COOPERATIVE PURCHASING

The County may take advantage of cooperative purchasing agreements identified below when it is in the best interest of the County as determined by the award thresholds in Section 5. Whenever practicable, vendors will be encouraged to seek out and utilize certified minority, women-owned, and small business enterprises in the contracting process, when available. (Please see Tallahassee – Leon County – Blueprint Intergovernmental Agency, Minority, Women, and Small Business Enterprise Policy).

- A. State Contracts. The County is authorized to purchase goods or services from authorized vendors listed on the respective state contracts (state term continuing supply contracts, SNAPS agreements [State Negotiated Agreement Price Schedules], agreements resulting from Invitations to Negotiate [ITN], or other such contracts authorized by statute for use by local governments) of the Florida Department of Management Services or other state agencies. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board of County Commissioners in Department/Division accounts.
- B. Federal Supply Service. The County is authorized to purchase goods or services from authorized vendors listed on the eligible Federal Supply Schedules issued by the Federal General Services Administration. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board of County Commissioners in Department/Division accounts.
- C. Collaborative Purchases with Other Public Procurement Units. The Purchasing Director, or designee shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the County would be served thereby, and the same is in accordance with the County and State law. The Purchasing Director, or designee shall appropriately document such cooperative purchasing arrangements. All Cooperative Purchasing conducted under this section shall be through contracts awarded through full and open competition, including use of source selection methods equivalent to those required by this policy. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative purchasing.
- D. Other Governmental Entity Contracts (“Piggybacks”). The County is authorized to purchase goods or services from authorized vendors listed on eligible contracts of other governmental entities. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board of County Commissioners in Department/Division accounts. All Cooperative Purchasing contracts utilized under this section shall have been awarded through full and open competition, including use of source selection methods equivalent to those required by this policy. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative purchasing.

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- E. Cooperative Purchasing Organizations. The County authorized to purchase goods or services from authorized vendors listed on eligible contracts of cooperative purchasing organizations. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board of County Commissioners in Department/Division accounts. All Cooperative Purchasing contracts utilized under this section shall have been awarded through full and open competition, including use of source selection methods equivalent to those required by this policy.

Section 5.13 PROTESTING INTENDED DECISIONS AND PROCUREMENT AWARDS

- A. Right to Protest. Any person, hereinafter referred to as Protestor, who submits a timely response to an invitation to bid, a request for proposals, an invitation to negotiate, a request for qualifications, a multi-step sealed bid, or multi-step request for proposals under Sections 5.07, 5.08, 5.09, 5.09.1 or 5.09.2 of this Policy, and who is aggrieved with an Intended Decision of the County or a Procurement Award rendered by the Board of County Commissioners shall have the right to protest. Failure to protest an Intended Decision shall act as a bar to protest a subsequent Procurement Award that adopts the Intended Decision in all material respects.
1. Any Protestor wishing to protest an Intended Decision shall follow the procedures set forth in paragraphs B, C, and D of this Section.
 2. Any Protestor wishing to protest a Procurement Award shall follow the procedures in paragraphs B, C, and E of this Section.
- B. Filing a Protest. A Protestor shall file with the County a notice of intent to protest in writing within 72 consecutive hours after the posting of the notice of Intended Decision or Procurement Award of the County. A formal written protest shall be filed within 10 calendar days after the date the notice of intent to protest has been filed. Failure to timely file a notice of intent to protest or failure to file a formal written protest shall constitute a waiver of the right to proceedings under this Section.

A notice of intent to protest and the formal written protest are deemed filed with the County when it is received by the Purchasing Division.

1. The notice of intent to protest shall contain at a minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative to whom notices may be sent; the name and bid number of the solicitation; and, a brief factual summary of the basis of the protest.
2. The formal written protest shall: identify the Protestor and the solicitation involved; include a plain, clear statement of the grounds upon which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the Protestor deems applicable to such grounds; and, specify the relief to which the Protestor deems himself entitled.
3. A formal written protest shall include the posting of a bond with the Purchasing Division at the time of filing the formal written protest, made payable to the Board of County Commissioners, Leon County, in an amount equal to one percent (1%) of the County's estimate of the total dollar amount of the contract or \$5000, whichever is greater. If after completion of the bid protest process and any court proceedings, the County prevails, the County shall be entitled to recover all court costs provided under Florida law, but in no event attorney fees, which shall be included in the final order of judgment rendered by the court. Upon payment of such court costs by the Protestor, the bond shall be returned to him. After completion of the bid protest process and any court proceedings, if the Protestor prevails, the protestor shall be entitled to have his bond returned and he shall be entitled to recover from the County all court costs provided under Florida law, but in no event attorney fees, lost profits or bid preparation costs, which shall be included in the final order of judgment rendered by the court. In no case will the Protestor or Intervenor be entitled to any costs incurred with the solicitation, including bid preparation costs, lost profits, bid protest costs, and/or attorney's fees.

4. Timeliness of protest determinations. All determinations on the timeliness of notices of intent to protest and formal written protests will be made by the Purchasing Director.

C. General Provisions

1. **Intervenor.** Any person, hereinafter referred to as Intervenor, who has submitted a timely response to the subject invitation to bid, request for proposals, invitation to negotiate, request for qualifications, or multi-step sealed bids, or multi-step requests for proposals, and who has a substantial interest in the Intended Decision or Procurement Award of the County, may be granted the right to intervene by order of the Chairperson of the Procurement Appeals Board or Special Master in response to a petition to intervene. A petition to intervene shall be filed within five calendar days of the filing of a formal written protest. Failure to timely file a petition to intervene shall constitute a waiver of all rights to intervene in the subject protest proceeding. Petitions to intervene will be considered by the Chairman of the Procurement Appeals Board, and any decision concerning a Petition to Intervene shall be made by the Chairman and shall be deemed final.
2. **Time Limits.** The time limits in which formal written protests shall be filed as provided herein may be altered by specific provisions in the invitation to bid, request for proposals, invitation to negotiate, request for qualifications, or multi-step sealed bids, or multi-step requests for proposals or upon the mutual written consent of the Protestor and the County.
3. **Entitlement to Costs.** In no case will the Protestor or Intervenor be entitled to any costs incurred with the invitation to bid, request for proposals, invitation to negotiate, request for qualifications, or multi-step sealed bids, or multi-step requests for proposals, including, but not limited to bid preparation costs, lost profits, bid protest costs, and/or attorney's fees.
4. After a formal written protest has been filed with the Purchasing Director, the Protestor may not discontinue such appeal without prejudice, except as authorized by the Procurement Appeals Board or Special Master.
5. **Stay of Procurement During Protests.** In the event of a timely protest under Section 5.13(B) herein, the Purchasing Director shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the County Administrator makes a written determination that the award of a contract without delay is necessary to protect the substantial interests of the County. Additionally, the County Administrator, or designee may execute an extension of current contract(s) to ensure the continuation of critical services.

D. Protest of Intended Decisions.

1. Upon timely receipt of a notice of intent to protest an Intended Decision, the Purchasing Director shall provide the Protestor with acknowledgement of receipt and a copy of this Section. The Purchasing Director shall within two business days mail a copy of the notice of intent to protest to all persons who responded to an invitation to bid, a request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.
2. Upon timely receipt of a formal written protest of an Intended Decision, the Purchasing Director shall provide the Protestor with acknowledgement of receipt and will notify the Chairman of the Procurement Appeals Board. The Purchasing Director shall within two business days mail a copy of the formal written protest to all persons who responded to an invitation to bid, a request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.

3. Procurement Appeals Board. There is hereby established a Procurement Appeals Board to be composed of a chairperson and two members and two alternates. The chairperson, members, and alternates of the Procurement Appeals Board shall be appointed by the County Administrator. The term of office of the chairperson, members, and alternates of the Procurement Appeals Board shall be three years. For the initial appointments, the County Administrator shall appoint the chairperson for a term of three years, one member and one alternate for a term of two years, and one member and one alternate for a term of one year so that a term of office expires every year. Thereafter, their successors shall be appointed for terms of three years, or for the balance of any unexpired term, but members may continue to serve beyond their terms until their successors take office. Members may be reappointed for succeeding terms.
 - a) The Purchasing Division is authorized to provide for the Procurement Appeals Board such administrative support as the Chairman requests in the hearing of formal written protests.
 - b) Acting by two or more of its members, the Procurement Appeals Board shall issue a decision in writing or take other appropriate action on each formal written protest submitted. A copy of any decision shall be provided to all parties and the Purchasing Director.
 - c) Procurement Appeals Board Proceeding Procedures
 - 1) The Procurement Appeals Board shall give reasonable notice to all substantially affected persons or businesses, including the Protestor, and any Intervenor.
 - 2) At or prior to the protest proceeding, the Protestor and/or Intervenor, as the case may be, may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the issues raised.
 - 3) In the protest proceeding, the Protestor, and/or Intervenor, as the case may be, or his representative or counsel, may also make an oral presentation of his evidence and arguments. Further, only reasonable direct and cross-examination of witnesses shall be permitted, at the discretion of the Chairman of the Procurement Appeals Board. The members of the Procurement Appeals Board may make whatever inquiries they deem pertinent to a determination of the protest.
 - 4) The judicial rules of evidence shall not strictly apply; however, witnesses shall be sworn, and any testimony taken under oath and, the members of the Procurement Appeals Board shall base their decision on competent, substantial evidence. The protest proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.
 - 5) Within seven (7) working days of the conclusion of the protest proceeding, the Procurement Appeals Board shall render a decision. The Procurement Appeals Board decision shall be reduced to writing and provided to the Protestor and/or Intervenor, as the case may be, and the County.
 - 6) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

E. Protest of Procurement Awards; Special Master Proceedings.

1. Upon timely receipt of a notice of intent to protest a Procurement Award of the County, the Purchasing Director shall provide the Protestor with acknowledgement of receipt and a copy of this Section. The Purchasing Director shall within one business day mail a copy of the notice of intent

- to protest to all persons who responded to an invitation to bid, a request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.
2. Upon timely receipt of a formal written protest of a Procurement Award of the County, the Purchasing Director shall provide the Protestor with acknowledgement of receipt and will notify the County Attorney of the protest. The Purchasing Director shall within one business day mail a copy of the formal written protest to all persons who responded to an invitation to bid, a request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.
 3. Appointment of a Special Master. The County Administrator shall appoint and retain a special master or shall contract with the Florida Division of Administrative Hearings for an administrative law judge to act as a special master to conduct evidentiary proceedings regarding formal written protests of Procurement Awards. Each special master shall be a licensed attorney with the Florida Bar who has practiced law in Florida for at least five years, and who has experience in procurement law, local governmental law, or administrative law. Each special master appointed and retained by the County shall serve at the pleasure of the County Administrator and shall be compensated at a rate or rates to be fixed by the County Administrator. The expense of each special master proceeding shall be borne equally by the Protestor and the County.
 4. Ex parte communication.
 - a) No county employee, elected official, or other person who is or may become a party to a proceeding before a special master may engage in an ex parte communication with the special master. However, the foregoing does not prohibit discussions between the special master and county staff that pertain solely to scheduling and other administrative matters unrelated to the merits of the hearing.
 - b) If a person engages in an ex parte communication with the special master, the special master shall place on the record of the pending case all ex parte written communications received, all written responses to such communications, a memorandum stating the substance of all oral communications received, and all oral responses made, and shall advise all parties that such matters have been placed on the record. Any party desiring to rebut the ex parte communication shall be entitled to do so, but only if such party requests the opportunity for rebuttal within ten days after notice of such communication. If he or she deems it necessary due to the effect of an ex parte communication received by him, the special master may withdraw from the case.
 5. Powers of special masters. The special masters who conduct hearings pursuant to this section shall have the powers of hearing officers enumerated in F.S. § 120.569(2)(f), as amended.
 6. Prehearing requirements. At least fourteen days prior to the date set for the hearing, the parties shall exchange a list of names and addresses of witnesses planned to testify at the hearing, and a list of exhibits planned to be introduced at the hearing, as well as produce the physical exhibits for inspection by the parties. Each party is entitled to depose witnesses scheduled to testify at the evidentiary hearing.
 7. Hearings.
 - a) All hearings shall be commenced within 45 days of the date of the filing of the formal written protest. Requests for continuance by any party, either before or during the hearing, may be considered upon good cause shown.
 - b) All hearings shall be open to the public.

- c) The participants before the special master shall be the Protestor, the Protestor's witnesses, if any, county staff and witnesses, and any Intervenor. The participation of Intervenors shall be governed by the terms of the order issued by the special master in response to a petition to intervene. Intervention may only be permitted to any person, hereinafter referred to as Intervenor, who has submitted a timely response to the subject invitation to bid, request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals, and who has a substantial interest in the Procurement Award.
- d) Testimony and evidence shall be limited to matters directly relating to the formal written protest. Irrelevant, immaterial, or unduly repetitious testimony or evidence may be excluded.
- e) All testimony shall be under oath. The order of presentation of testimony and evidence shall be as set forth by the special master.
- f) To the maximum extent practicable, the hearings shall be informal. All parties shall have the opportunity to respond, to present evidence and provide argument on all issues involved which are related to the formal written protest, and to conduct cross-examination and submit rebuttal evidence. During cross-examination of witnesses, questioning shall be confined as closely as possible to the scope of direct testimony and matters involving impeachment. The special master may call and question witnesses or request additional evidence as he or she deems necessary and appropriate.
- g) The special master shall render a final order on the formal written protest to the parties within ten days after the hearing concludes, unless the parties waive the time requirement. The final order shall contain written findings of fact and conclusions of law, which shall then be presented to the Board of County Commissioners for ratification or other final disposition.

Section 5.14 CONTRACT CLAIMS

- A. Authority to Settle Contract Controversies. This Section applies to controversies between the County and a contractor and which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, where the contractor and County agree to utilize the provision of this section.
 - 1. The Purchasing Director is authorized to settle any controversy arising out of the performance of a County contract, prior to the commencement of an action in a court of competent jurisdiction up to \$10,000 in value.
 - a) If such a controversy is not resolved by mutual agreement, the Purchasing Director shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise be furnished to the contractor immediately. The decision shall:
 - 1) State the reason for the action taken; and,
 - 2) Inform the Contractor of its right to administrative review as provided in this section.
 - b) If the Purchasing Director does not issue a written decision required in paragraph (a) of this subsection within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.
 - c) The decision of the Purchasing Director may be appealed to the Procurement Appeals Board by the protestor by filing a formal written appeal with the Purchasing Director within five calendar days of receipt of the Purchasing Director's decision.

2. The Procurement Appeals Board is authorized to review any appeal of a decision on a contract controversy by the Purchasing Director or to hear any contract controversy in excess of \$10,000.
3. The Procurement Appeals Board shall promptly decide the contract or breach of contract controversy. The proceeding shall be de novo and shall follow the Proceeding Procedures contained in Section 5.13 (E)(3). Any prior determination by administrative officials shall not be final or conclusive.

Section 5.15 REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

- A. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Director, after consultation with the County Attorney, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
- B. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award of contract, the Purchasing Director, after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- C. After Award. If, after award, the Purchasing Director, after consultation with the County Attorney, determines that a solicitation or award of a contract was in violation of applicable law or ordinance, then:
 1. If the person awarded the contract has not acted fraudulently or in bad faith:
 - a) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the County; or
 - b) the contract may be terminated, and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to termination, but excluding attorney's fees; or
 2. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the County.

Section 5.16 OWNER DIRECT PURCHASES IN PUBLIC WORKS CONTRACTS

It is the policy of Leon County, Florida that all owner direct purchases for supplies and materials for use in public works projects be made in accordance with section 212.06(6) Florida Statutes and rule 12A-1.094 Florida Administrative Code, as they may be amended from time to time.

The Purchasing Director shall establish administrative procedures, processes, and forms necessary for the implementation and administration of owner direct purchases for supplies and materials for use in public works projects. In addition, the Purchasing Division shall provide training for project managers and other fiscal staff involved in contracts that may utilize owner direct purchases.

Section 5.17 EMPLOYMENT ELIGIBILITY AND VERIFICATION

- A. Federal statutes and executive orders require employers to abide by the immigration laws of the United States and to employ in the United States only individuals who are eligible to work in the United States. It is the policy of Leon County, Florida that unauthorized aliens shall not be employed nor utilized in the performance of contracted services for the County, in accordance with the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended (8 U.S.C. § 1324a), and Subpart 22.18 of the Federal Acquisition Register.

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B. Employment Eligibility Verification.

1. This section on employment eligibility verification (“E-Verify”) requirements shall apply to contractors and subcontractors performing contracted services for the County, where the contracted services are funded pursuant to federal grants, federal contracts, state grants, or state contracts.
2. Each Contractor and subcontractor, as defined in this section, shall agree to enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
3. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen, indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within three business days after the date of hire.
 - b) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
5. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided previously, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
6. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

C. The Purchasing Director shall establish administrative procedures, processes, and forms necessary for the implementation and administration of this policy section. In addition, the Purchasing Division shall provide training for project managers and other staff involved in contracts that may utilize E-Verify requirements.

Section 6 CONTRACT ADMINISTRATION

The Purchasing Director or designee shall serve as the chief contract administrator for the County. The Purchasing Director shall establish administrative procedures, processes, and tools necessary for the implementation and conduct of a comprehensive contract administration program. In addition, the Purchasing Division shall provide initial contract administration training for project managers and update training as deemed necessary.

Section 6.1 CONTRACT PROVISIONS

- A. Standard Contract Clauses and Their Modification. The Purchasing Director, after consultation with the County Attorney, may establish standard contract clauses for use in County contracts. However, the Purchasing Director may, upon consultation with the County Attorney, vary any such standard contract clauses for any particular contract.

- B. Contract Clauses. All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Director, after consultation with the County Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
 - 1. the unilateral right of the County to order, in writing, changes in the work within the scope of the contract;
 - 2. the unilateral right of the County to order, in writing, temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - 3. variations occurring between estimated quantities or work in contract and actual quantities;
 - 4. defective pricing;
 - 5. time of performance and liquidated damages;
 - 6. specified excuses for delay or nonperformance;
 - 7. termination of the contract for default;
 - 8. termination of the contract in whole or in part for the convenience of the County;
 - 9. suspension of work on a construction project ordered by the County;
 - 10. site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
 - a) when the contract is negotiated;
 - b) when the contractor provides the site or design;
 - c) when the parties have otherwise agreed with respect to the risk of differing site conditions.
 - 11. value engineering proposals.

Section 6.2 PRICE ADJUSTMENTS

- A. Methods of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the Board:
 - 1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - 2. by unit prices specified in the contract or subsequently agreed upon;
 - 3. by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the Board;
 - 4. in such other manner as the contracting parties may mutually agree; or

5. in the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, subject to the provisions of this section.

- B. Cost or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

Section 6.3 CHANGE ORDERS/CONTRACT AMENDMENTS

- A. Change Orders. Change Orders are written documentation reflecting changes made to stipulations, condition, or terms of the contract during the contract period whether the contract is a capital improvement or a consultant services contract. There are two types of change orders that may be made to these contracts.

1. Field Change Order. This change order is identified in the original approved contract as a contingency and is referred to as a field change order. It is customary in more complex contracts to include a contingency for changes to the original contract through Field Change Orders. For contracts of less than \$1,000,000, a contingency may be included generally not to exceed 10% of the contract value, unless circumstances justify same. For contracts in excess of \$1,000,000, a contingency shall be included, but shall generally not exceed 5% of the original contract value, unless circumstances justify same.

When a contract is approved with such a contingency, the Project Manager with the concurrence of the respective Department Director or designee is authorized to approve one or more Change Orders up to the aggregate monetary value of the contingency. The contract must contain an approved contingency clause for this type of Field Change Order such as "The contract price includes a 5% or 10% (whichever is applicable) contingency amount for change orders that may be authorized at the discretion of the County."

Alternately, as a part of the project award recommendation, staff may propose an alternate amount for the level of pre-approved field Change Orders based upon the known complexity of the project; the certainty of unknown factors such as asbestos abatement or unknown conditions in rehabilitation; or other such factors for consideration by the Board.

2. Approved Change Order. Any Change Order, the cost of which exceeds the Field Change Order Threshold amount, or a Change Order which amends the scope of work or services in a significant manner, shall be considered by the County Administrator or designee. In the event a budget amendment is required, the procedures of the Office of Management and Budget shall apply to the amendment.

- B. Contract Amendments. Contract amendments, other than change orders, which provide for the alteration of specifications, delivery point, time, payments, quantity, or similar provisions of a contract without changing the scope of the project, may be approved by an appropriate person based upon the dollar value of the amendment. The purchasing categories' thresholds designated in Sections 5 through 5.09 shall govern the appropriate level of approval.

Section 6.4 ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the County.

Section 6.5 RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor, which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

Section 7 RIGHTS OF BOARD OF COUNTY COMMISSIONERS

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the Board in accordance with Florida law and in the best interests of the County, to reject all bids/proposals received in response to a solicitation, to determine in its sole discretion the responsiveness and responsibility of any bidder/proposer, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when necessary and desirable for the public welfare.

Section 8 COUNTY PROCUREMENT RECORDS

- A. Procurement Files. All determinations and other records pertaining to the solicitation, award, or performance of a contract shall be maintained for the County in appropriate files by the Purchasing Director.
- B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules established by the State of Florida.

Section 9 SPECIFICATIONS

Section 9.1 MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the County's needs and shall not be unduly restrictive. This policy applies to all specifications including, but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

Section 9.2 USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

- A. Use. Brand name or equivalent specifications may be used when the Purchasing Director determines that:
 - 1. no other design, performance, or qualified product list is available;
 - 2. time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - 3. the nature of the product or the nature of the County requirements makes use of a brand name or equivalent specification suitable for the procurement; or
 - 4. use of a brand name or equivalent specification is in the County's best interests.
- B. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state that substantially equivalent products to those designated may be considered for award.
- C. Required Characteristics. Unless the purchasing agent determines that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
- D. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for

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the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

- E. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
- F. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products shall include in their bid submittal the manufacturer's specifications for those products, unless directed otherwise in the bid document. Brand names and model numbers are used for identification and reference purposes only.

Section 9.3 BRAND NAME SPECIFICATIONS

- A. Use of Brand Name Specifications. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item or items will satisfy the County's needs.
- B. Competition. The Purchasing Director or designee shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 5.10, Single and Sole Source Purchases.

Section 10 ETHICS IN PUBLIC CONTRACTING

Section 10.1 CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this Section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

Section 10.2 EMPLOYEE CONFLICT OF INTEREST

- A. Participation. It shall be unethical for any County employee to participate directly or indirectly in a procurement contract when the County employee knows that:
 - 1. the County employee or any member of the County employee's immediate family (father, mother, brother, sister, child, grandparent, or grandchild of employee or spouse) has a financial interest pertaining to the procurement contract; or
 - 2. any other person, business, or organization with whom the County employee or any member of a County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- B. Blind Trust. A County employee or any member of a County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

Section 10.3 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the County.

Section 10.4 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

Section 10.5 WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT PROHIBITION AND OTHER CONFLICTS OF INTEREST

The County Administrator may grant a waiver from the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:

- A. the contemporaneous employment or financial interest of the County employee has been publicly disclosed;
- B. the County employee will be able to perform his procurement functions without actual or apparent bias or favoritism; and
- C. the award will be in the best interest of the County.

Section 10.6 GRATUITIES AND KICKBACKS

- A. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. **Contract Clause.** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

Section 10.7 SANCTIONS

- A. **Employee Sanctions.** Upon violation of the ethical standards by an employee, the County Administrator, Purchasing Director, or other appropriate authority may:
 - 1. impose one or more appropriate disciplinary actions as defined in the County Personnel Rules and Regulations, up to and including termination of employment; and,
 - 2. may request investigation and prosecution.
- B. **Non-employee Sanctions.** The Board may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
 - 1. written warnings;
 - 2. termination of contracts; or
 - 3. debarment or suspension as provided in Section 15.

Section 10.8 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

- A. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a County employee or a non-employee may be recovered from both County employee and non-employee.
- B. Recovery of Kickbacks by the County. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 11 FEDERAL REQUIREMENTS

Section 11.1 PATENTS

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions.

- A. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or invention arising out of the contract.
- B. Notice by Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

Section 11.2 FEDERAL PUBLIC POLICY REQUIREMENTS

- A. Applicability. If a contract is being funded in whole or in part by assistance from any federal agency, either directly or as a pass-through, the contract is subject to one or more federal public policy requirements such as:
 - 1. equal employment opportunity;
 - 2. affirmative action;
 - 3. fair labor standards;
 - 4. energy conservation;
 - 5. environmental protection; or
 - 6. other similar socio-economic programs.
- B. It is the policy of the Leon County Government to obtain commodities and services efficiently and effectively in free and open competition for the Federal Grant and Aid Programs (including Federal pass-through grants such as the Community Development Block Grant) through the use of sound procurement practices. All County staff and other persons (subgrantees or contractors) with designated responsibility for the administration of Federal Grant award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to OMB Circular A-102, Attachment O; 2 CFR Part 200.317-.326; s. 255.0525, Florida Statutes; s. 287.055, Florida Statutes; s. 290.047, Florida Statutes; Chapter 73C-23, Florida Administrative Code; and, the Purchasing Policy of the Leon County Government and any subsequent revisions to any of the above laws, rules, and regulations.

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- C. The County Purchasing Policy shall govern the procurement of commodities and services for the Federal Grant and Aid Programs except as provided in this section unless otherwise required in the grant award.
1. In the event of declaration of emergency by the Chairman of the Board, the Purchasing Policy shall be suspended, and the guidelines of Federal Regulation 2 CFR Part 200 shall be utilized, to include, but not be limited to procurement thresholds.
 2. Local Preference Program is not applicable to Federally funded programs.
 3. The Tallahassee-Leon County Office of Economic Vitality's Minority, Women, and Small Business Enterprise Policy is not applicable to Federally funded programs. Instead, the following affirmative steps shall be taken and documented to ensure that these firms are used when possible:
 - a) Place qualified small, minority, and women owned businesses on solicitation lists;
 - b) Assure that small, minority, and women owned businesses are solicited when they are potential sources;
 - c) Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women owned businesses;
 - d) Establish delivery schedules, when requirements permits, which encourage participation by small, minority, and women owned business enterprises;
 - e) Use service and assistance from such organization as Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce; and
 - f) Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs a through e of this section.
 4. All procurement of commodities or services in excess of \$2,000 shall require a written agreement embodying all provisions and conditions thereof.
 5. All procurement of commodities or services in excess of \$2,000 and less than the threshold amount provided for CATEGORY TWO in s. 287.017, Florida Statutes may be entered into only after informal competition based on offers or quotes from not less than three (3) vendors, unless otherwise required in the grant or aid program.
 6. Publication of public notice for invitations to bid or requests for proposals and notification of the solicitation through distribution to potential bidders or offerors shall be required for all procurement in excess of the threshold amount provided for CATEGORY TWO in s. 287.017, Florida Statutes. The time frames in section 5.08 of this policy shall apply for the required public notice.
 7. Except as may otherwise be provided by law, procurement awards shall be made only on the basis of requirements and evaluation factors related to the price or quality of the commodities or services or to the ability of the prospective supplier or contractor to perform under the agreement. In evaluating the ability of a prospective contractor to perform, the County shall at a minimum consider the prospective contractor's record of past performance under similar federal grants.
 8. Nothing herein shall prohibit the County from utilizing a single source procurement (Section 5.10, Single and Sole Source Purchases) or procurement from another unit of government (Section 5.12, Cooperative Purchasing).
- D. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

Section 12 INSURANCE REQUIREMENTS

- A. Minimum Requirements. Contractor shall purchase and maintain such insurance as will protect it from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit plans; from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in amounts determined by the provisions of the Risk Management Policy.
- B. Certificates of Insurance. Certificates of Insurance acceptable to the County shall be filed with the Purchasing Division prior to the commencement of the work and periodically thereafter upon any renewals during the term of the contract.
- C. Change of Insurance Requirements. The Board of County Commissioners reserves the right to change the insurance requirements based on the project scope, or when determined in the best interest of the County.

Section 13 BONDS AND DEPOSITS

When any of the following bonds is (are) required, the bond(s) will be requested in the bid document. No work in connection with the fulfillment of a contract shall commence until the appropriate bond(s) is (are) accepted by the County.

Section 13.1 TYPES OF BONDS AND DEPOSITS:

- A. Combination Payment and Performance Bond - This type of bond is required for repairs, renovations, new construction, and other public works costing in excess of \$200,000. For projects less than that amount, it may be required at the discretion of the Purchasing Director or designee. When a payment and performance bond is required, the bond will be requested in the bid document. No work in connection with the fulfillment of a contract shall commence until the payment and performance bond is accepted by the County.
- B. Performance Bond - For a project of an estimated value less than \$200,000, requirement of a performance bond will be at the discretion of the Purchasing Director or designee. For projects estimated to be \$200,000 or more, such bond will be required to insure that a contract is carried out in accordance with the applicable specifications and at the agreed contract price.
- C. Payment and Material Bond - For a project of an estimated value less than \$200,000, requirement of a payment and material bond will be at the discretion of the Purchasing Director or designee. For projects estimated to be \$200,000 or more, such bond will be required to protect the County from suits for non-payment of debts, which might be incurred by a contractor's performance for the County.
- D. Warranty Bonds - At the discretion of the Purchasing Director, after consultation with user departments, a Warranty Bond may be required from a successful bidder to insure warranty provisions are fulfilled.
- E. Guaranty of Good Faith Deposit (Bid Deposit) - For projects estimated to be less than \$200,000, requirement of a bid bond will be at the discretion of the Purchasing Director or designee. For purchases where it is determined by the Purchasing Director to be in the best interest of the County, and projects estimated to be \$200,000 or more, bidders will be required to submit with their bid or proposal a guaranty of good faith deposit. When in the best interest of the County, it is recommended by the Purchasing Director and approved by the County Administrator or his designee, these requirements may be waived.
 - 1. Return of Bond. Such deposit may not be withdrawn until a specified time after the proposals are opened and awards made. The deposit of the bond shall be retained by the Finance Officer of the Board until the Purchasing Director is satisfied that the Contractor's obligations have been satisfactorily completed.

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2. Substitutes. In lieu of a surety bid bond, contractor may submit a certified check, cashier's check, or treasurer's check, on any national or state bank. Such deposits shall be in the same percentage amounts as the bond. Such deposits shall be retained by the Finance Officer of the Board until all provisions of the contract have been met.
- F. Irrevocable Letter of Credit. Upon approval of the Purchasing Director, a contractor may present an Irrevocable Letter of Credit from a national or state chartered bank in lieu of any of the foregoing bonds for the same face value as required for the bond. The letter of credit shall be for a period of time not less than three months beyond the scheduled completion date of the purchase of the contracted services or materials.
- G. Retention of Payments. The County may require the payment for a project, or a portion thereof, be withheld until the project has been completed as a method of protecting the County's interest. Retention may also be used in lieu of the above listed bonds. The solicitation documents shall specifically state if retention of any portion or all of the payment for the project is to be done.
- H. Waiver of Bonds. When it is in the best interest of the County, the bonding requirements referenced in sections A – E above may be waived when 1) it is in the best interest of the County, and 2) it is recommended by the Purchasing Director and approved by the County Administrator or his designee.

Section 13.2 AMOUNT OF BOND OR DEPOSIT

- A. Amount of Bond. Bonds or deposits, which may be required, shall normally be in the following amounts, except as provided in the following subsection B.
 1. Performance Bond: 100% of contract price.
 2. Payment Bond: 100% of contract price.
 3. Payment and Performance Bond: 100% of contract price.
 4. Guaranty of Good Faith Deposit (Bid Deposit or Bond): The bid deposit will be 5% of the price bid by the vendor.
- B. Exceptions to Amount of Bond. Any of the previously listed bonds may be required at another amount recommended by the Purchasing Director and approved by the County Administrator or his designee when in the best interest of the County.

Section 13.3 PROCESSING OF BONDS AND DEPOSITS

- A. Responsibility for Securing Bonds. The contractor shall be responsible for securing the bond. Any costs may be included in the contract price.
- B. Licensure of Bonding Company. The company acting as surety for any bond issued shall be licensed to do business in the State of Florida.
- C. Review of Bonds by County Attorney. Surety bonds furnished will be reviewed by the County Attorney, who shall either accept or reject it for the Board. All surety bonds accepted shall be forwarded to the Finance Officer of the Board by the Purchasing Director to be filed in the official records of the Board.
- D. Failure to Provide Required Bond. In the event a contractor fails to provide an acceptable bond when required, within 10 days after notification, the County Attorney will be notified. Upon the recommendation of the County Attorney, the Board may declare the contract null and void, and retain in the account of Leon County any good faith deposits or guaranty which may have been submitted as liquidated damages under the terms of the solicitation.

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- E. Filing of Bonds. Bonds, when accepted, shall be forwarded to the Finance Officer of the Board and shall be filed with the applicable contract documents.
- F. Deposits. Cash deposits (cashier's check, money orders, bank drafts, etc.) of all bidders shall be forwarded to the Finance Officer of the Board for deposit to the account of the Leon County Government. Upon award of contract, the Purchasing Director or designee shall be responsible for approving the return of deposits to unsuccessful bidders.
- G. Plans and Specification Deposit/Fees. The Purchasing Director is authorized to assess reasonable deposits and/or fees, not to exceed the cost of reproduction, for plans and specifications issued as a part of invitations for bids or requests for proposals. Deposits of all bidders for plans and specifications shall be forwarded to the Finance Officer of the Board for deposit to the account of the Leon County Government. Upon award of contract, the Purchasing Director or designee shall be responsible for approving the return of refundable deposits to unsuccessful bidders. Fees are to be deposited into the account from which applicable reproduction costs are paid.

Section 14 PAYMENT TO VENDORS

It is the policy of Leon County, Florida that payment for all purchases by the County be made in a timely manner in accordance with the provisions of the "Local Government Prompt Payment Act," sections 218.70 – 218.79, Florida Statutes.

The Purchasing Director, in conjunction with the Finance Director, shall establish administrative procedures, processes, and forms necessary for the implementation and administration of payments for all contracts under the requirements of the Local Government Prompt Pay Act. In addition, the Purchasing Division shall team with the Finance Department to provide accounts payable training for project managers and other fiscal staff involved in contracts and update training as deemed necessary.

Section 14.1 PAYMENT DISPUTE RESOLUTION

- A. In the event a dispute occurs between a contractor/vendor, herein referred to as vendor, and the County concerning payment of a payment request for construction work or an invoice for goods and/or services, the vendor should first attempt to resolve the issue with the Project Manager. If the dispute cannot be resolved between the vendor and the Project Manager within two business days of the dispute first being raised, the vendor may file a formal payment dispute. Formal payment dispute resolution shall be finally determined by the County, under this procedure in accordance with Florida Statute (FS) 218.76.
- B. Definitions. These definitions are specific to Section 14.1 of this policy.
 - 1. "Project Manager" is the Leon County employee responsible for managing the contract and approving payment requests and invoices related to the payment dispute.
 - 2. "Contract Manager" is the Leon County employee within the County Purchasing Division responsible for monitoring contracts. The Contract Manager serves as Chair of the Payment Dispute Resolution Committee.
- C. Filing a Dispute. Any vendor shall file with the Contract Manager in the County Purchasing Division a formal notice of payment dispute in writing within two (2) business days of the dispute first being raised.
 - 1. The notice of payment dispute shall contain at a minimum: the name of the vendor; the vendor's address and phone number; the name of the vendor's representative to whom notices may be sent; the contract number associated with the payment dispute; and, a brief factual summary of the basis of the dispute.
 - 2. Waiver. Failure to timely file a written payment dispute shall constitute a waiver of proceedings under this section.

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3. Upon timely receipt of a formal payment dispute, the Contract Manager shall provide the vendor with acknowledgement of receipt, will notify the Payment Dispute Resolution Committee, and will coordinate with all parties to establish the date and time for a Payment Dispute Resolution Proceeding.

D. General Provisions

1. Time Limits. Proceedings to resolve the dispute shall be commenced not later than 45 calendar days after the date on which the payment request or proper invoice (as specified in the contract document) was received by the County and shall be concluded by final decision of the County not later than 60 calendar days after the date on which the payment request or proper invoice was received by the County.
2. Protest. Dispute resolution procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding, which prohibits a court from deciding de novo any action arising out of the dispute.
3. Interest. If the dispute is resolved in favor of the County, then interest charges shall begin to accrue 15 calendar days after the County's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.
4. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

E. Payment Dispute Resolution Proceeding Process

1. All formal payment disputes shall be presented to the Payment Dispute Resolution Committee. The committee shall be comprised of the Contract Manager, Purchasing Director, and appropriate Division Director for the County or their designees.
2. Within three (3) business days of timely receipt of a formal notice of payment dispute, the Contract Manager shall schedule a proceeding before the Payment Dispute Resolution Committee to include all substantially affected persons or businesses, including the vendor and County project manager. Non-appearance by the vendor shall constitute a forfeiture of proceedings with prejudice.
3. At or prior to the dispute proceeding, the vendor and project manager, may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the payment dispute.
4. In the proceeding, the vendor and project manager, or his representative or counsel, may also make an oral presentation of his evidence and arguments. Further, only reasonable direct and cross-examination of witnesses shall be permitted, at the discretion of the Chairman of the Payment Dispute Resolution Committee. The members of the Payment Dispute Resolution Committee may make whatever inquiries they deem pertinent to a determination of the dispute.
 - a) The judicial rules of evidence shall not strictly apply; however, witnesses shall be sworn, and any testimony taken under oath and, the members of the Payment Dispute Resolution Committee shall base their decision on competent, substantial evidence. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.
 - b) Within three business days of the conclusion of the proceeding, the Payment Dispute Resolution Committee shall render a decision. The Payment Dispute Resolution Committee decision shall be reduced to writing and provided to the vendor and the County project manager. The decision of the Payment Dispute Resolution Committee shall be final and conclusive for all disputes valued less than \$100,000.
 - c) For those disputes valued above \$100,000, the Payment Dispute Resolution Committee shall file a Recommended Agency Order for approval by the County Administrator or his designee.

Section 15 AUTHORIZATION TO DEBAR OR SUSPEND VENDOR(S)

- A. Suspension. After consultation with the County Attorney, the Purchasing Director is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity, which might lead to debarment. The suspension shall be for a period not to exceed three (3) months, and the Purchasing Director shall immediately inform the Board and provide notice to the affected person.
- B. Debarment. After reasonable notice and a reasonable opportunity for the suspended person to be heard, the Board shall either disbar such person or terminate the suspension. The debarment should be for a period of not more than three (3) years.
- C. Causes for Debarment. The causes for debarment include:
1. entry of a plea of guilty, no contest, or nolo contendere to or conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. violation of contract provisions, as set forth below, of a character which is regarded by the Board to be so serious as to justify debarment action:
 - a) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
 5. having been adjudicated guilty of any violation by the Leon County Contractor's Licensing Board, or the State of Florida Construction Industry Licensing Board within the past twelve (12) month period at the time of bid submittal;
 6. having been adjudicated guilty by the Leon County Code Enforcement Board of any violation of an environmental ordinance within the past six (6) month period at the time of bid submittal; and
 7. any other cause the Purchasing Director or Board determines to be as serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity.
- D. Notice of Decision. The Purchasing Director shall issue a written notice to the person of the decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial or administrative review. The written decision shall be mailed or otherwise furnished immediately to the debarred or suspended person.

Section 15.1 APPEAL OF DECISION TO DEBAR OR SUSPEND

The Board's decision to debar or suspend a person or business shall be final and conclusive, unless the debarred person commences a timely action in court in accordance with applicable law.

Revised February 25, 2020

Leon County Government

Leon County, Florida

Policy No. 96-1

Title: Purchasing Policy

Date Adopted: ~~February 25, 2020~~ November 12, 2019

Effective Date: ~~February 25, 2020~~ November 12, 2019

Reference: Chapters 274 and 287, Florida Statutes

Policy Superseded: Policy No. 96-1, "Purchasing Policy"; adopted January 16, 1996; revised November 25, 1997; revised February 24, 1998; revised March 22, 2005; revised December 13, 2005; revised June 13, 2006; revised February 26, 2009; revised October 27, 2009; revised February 9, 2010; revised March 23, 2010; revised October 12, 2010; revised June 14, 2011; revised August 23, 2011; revised November 8, 2011; revised February 14, 2012; revised March 13, 2012; revised February 12, 2013; revised October 29, 2013; revised January 27, 2015; revised June 20, 2017; revised November 12, 2019

It shall be the policy of the Leon County Government, that Policy No. 96-1, "Purchasing Policy", ~~revised~~ revised adopted by the Board of County Commissioners on November 12, 2019 ~~June 20, 2017~~ is hereby amended, and a revised policy is hereby adopted in its place, to wit:

LEON COUNTY GOVERNMENT

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PART A: PURCHASING PROCEDURE

Section 1 PURPOSE

This policy is adopted to promote the following purposes:

- A. To simplify, clarify, and modernize the procurement practices used by the Leon County Government.
- B. To promote the continued development of professional and equitable procurement policies and practices.
- C. To promote public confidence in the purchasing procedures followed by Leon County.
- D. To ensure the fair and equitable treatment of all persons who deal with the procurement system of Leon County.
- E. To encourage the growth of small and minority businesses through the promotion of an atmosphere conducive to the development and maintenance of small, minority and women owned business participation in the County's procurement system.
- F. To maximize economy in Leon County procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of Leon County.
- G. To provide safeguards for the maintenance of a procurement system of quality and integrity in Leon County.

Section 2 APPLICATION OF POLICY

- A. **Contracts:** This policy shall apply to contracts/agreements solicited or entered into after the effective date of this policy or subsequent amendments or revisions, unless the parties agree to its application to a contract solicited or entered into prior to the effective date.
- B. **Activities:** This policy shall apply to the purchase/procurement of all materials, supplies, services, construction and equipment except as herein specifically exempted.
- C. **Exemptions from the Purchasing Policy.** The following exemptions do not preclude the County from utilizing competitive procurement practices where possible. The following types of purchasing activities shall be exempt from the purchasing policy except as noted:
 - 1. All heavy equipment repairs shall be exempted from the competitive sealed bid requirements. The Fleet Management Director or designee shall solicit and evaluate quotations and make a recommendation for award. The Purchasing Director shall review the quotations and the recommendation for award and award of the bid shall be made by the appropriate authority as provided in Section 5.0.
 - 2. All purchases of services from a utility whose rates are determined and controlled by the Public Service Commission or other governmental authority, including but not limited to electricity, water, sewer, telephone, and cable television services.
 - 3. All supplies, materials, equipment, or services purchased at a price established in any of the authorized forms of state contracts of the State of Florida Department of Management Services, Division of Purchasing; under the terms and conditions of a cooperative purchasing agreement or term contract by other governmental units, or through other cooperative purchasing organizations.
 - 4. All supplies, and materials, equipment, construction, or services purchased from another unit of government not otherwise limited or prohibited by law.

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5. Service/Maintenance Contracts: Continuing service and/or maintenance contracts that are initially awarded as a part of product acquisition/installation to a vendor who is the manufacturer, developer, or who is the authorized service agent thereof and for which funds are annually appropriated in the budget are exempt from further competitive requirements of this policy. Examples are software/hardware maintenance, building systems maintenance, security systems, etc.
6. Real property, real estate brokerage, options of title or abstracts of title for real property, title insurance for real property, and other related costs of acquisition, rental, or sale of real property.
7. All purchases of used equipment having a value of \$50,000 or less; however, each such purchase shall be supported by one equipment appraisal report from the vendor.
8. All purchases of used equipment having a value greater than \$50,000 and less than \$100,000; however, each such purchase shall be supported by two independent equipment appraisal reports.
9. Library Media and Materials. The purchase of library books, education and/or personnel texts, textbooks, printed instructional materials, reference books, periodicals, databases, indexes, pre-recorded library media materials, e.g. audio and video cassettes, film strips, films, sound recordings, computer software, etc., and printed library cards that are to be a part of the library collection are exempt.
10. Grants (Direct Payment) by the County and social services (e.g. burials, reimbursable emergency assistance payments to approved social service agencies, down payment assistance, temporary housing relocation expenses and indigent medical and tubercular care patient services).
11. Advertisements (except Delinquent Tax Notices).
12. Training Media and Services. When such materials or services are available only from the producer, publisher, owner of the copyright or patent, educational institution or training service provider, which developed the training program, the purchase, is exempt from competitive requirements. Approval thresholds in Section 5.0 shall apply.
13. Software. Upgrades, software modification services by the copyright holder, and related software enhancements to installed software purchased through competitive means are exempt. The purchase of new software packages or systems shall follow the thresholds and procedures of the policy to ensure competitive selection.
14. Corporate and media sponsorship agreements up to the formal bid threshold in Section 5.0.
15. Licensed health professionals, e.g., Doctors, Nurses, Veterinarians who provide service directly to patients.
16. Training and educational courses, contracts between the County and governmental entities or nonprofit corporations, dues or memberships, publications, meeting rooms, and hotels when any of the procurements listed previously are below the formal bid threshold in Section 5.0.
17. Lectures by individuals.
18. Artistic services, works of art for public places, and art design and conservation services.
19. Continuing education events or programs.
20. Services of legal counsel authorized by the Office of the County Attorney, including, but not limited to, attorney, expert witnesses, conflict counsel, court reporters, paralegal, mediator, and other services required by the Office of the County Attorney.

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21. Travel arrangements and expenses. (Reference Travel Policy)
22. Tourism Event Hosting Applications/Requests/Bids
23. Revenue Generating contracts
24. Food, to include water and beverages, may be purchased with an explanation of the public purpose. (Reference Food Policy)
25. Any other commodities or contractual services listed in Section 287.057 (3) f., Florida Statutes.

D. Environmentally Preferred Purchasing

1. The County will seek to increase acquisition and utilization of environmentally preferred products and services, consistent with price, performance, availability and safety considerations. Environmentally preferred purchases are products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.
2. The County may consider paying a reasonable premium for environmentally preferred products and services.
3. Any vendor contracting with the County is encouraged to purchase products or materials with recycled content when those products or materials are available at reasonable prices within a reasonable period of time unless the products or materials fail to meet reasonable performance standards.

Section 3 DEFINITIONS

- A. The following terms defined in this section shall have the meanings set forth below whenever they appear in this policy:
1. "Addendum" is a written document used to expand or more fully explain the terms of a solicitation instrument (Invitation to Bid or Request for Proposals). An addendum is not to be confused with a contract "amendment."
 2. "Agreement/Contract" means all types of Leon County agreements, regardless of what they may be called, for the purchase or disposal of supplies, services, materials, equipment, or construction and which name the terms and obligations of the business transaction.
 3. "Blanket Purchase Order" means a purchase order issued to a vendor for an amount not to exceed the face value of the purchase order. A blanket purchase order is for the procurement of commodities or services no single item of which shall exceed the threshold for small purchases unless the appropriate method of procurement was used to generate the Blanket Purchase Order.
 4. "Board" means the Board of County Commissioners of Leon County, Florida.
 5. "Brand Name or Equivalent Specification" means a specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the County requirements, and which provides for the submission of equivalent products.
 6. "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

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7. "Change Order" means a written order amending the scope of, or correcting errors, omissions, or discrepancies in a contract or purchase order.
8. "Commodity" means a product that the County may contract for or purchase for the use and benefit of the County. A specific item, it is different from the rendering of time and effort by a provider.
9. "Competitive Sealed Bidding" (Invitation for Bid) means a written solicitation for sealed competitive bids used for the procurement of a commodity, group of commodities, or services valued more than the threshold for this category. The invitation for bids is used when the County is capable of specifically defining the scope of work for which a contractual service is required or when the County is capable of establishing precise specifications defining the actual commodity or group of commodities required.
10. "Construction" means the process of building, attaining, repairing, improving, or demolishing any public structure or building, or other public improvement of any kind to any public real property. It does not include routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
11. "Contract amendment or modification" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
12. "Contractor" means any person having a contract with Leon County (not to include employment contracts).
13. "Contractual Services" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged there under; and professional, technical, and social services.
14. "Contractual Services Contract" is a contract for a contractor's time and effort rather than the furnishing of specific commodities. Satisfactory completion of the service and/or a specified period of time or date completes such contract.
15. "Cooperative Purchasing" is procurement conducted by, or on behalf of, more than one public procurement unit.
16. "Cost Analysis" is the evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
17. "Data" means recorded information, regardless of form or characteristic.
18. "Definite Quantity Contract" is a contract whereby the contractor(s) agrees to furnish a specific quantity of an item or items at a specified price and time to specified locations. Delivery by the vendor and acceptance of the specific quantity by the County completes such contract.
19. "Designee" means a duly authorized representative of a person holding a superior position.
20. "Emergency" means when there exists a threat to public health, welfare, or safety; natural or unnatural, unexpected events; accidents; or loss to the County under emergency conditions which shall be considered to mean those situations where the operation of a department or division would be seriously impaired if immediate action were not taken.
21. "Emergency Purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riots, fires, floods, accidents or any circumstances or cause beyond the control of the

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- agency in the normal conduct of its business) where the delay incident to competitive bidding would be detrimental to the interests of the County.
22. "Employee" means an individual drawing a salary from Leon County, whether elected or non-elected. For the purposes of this policy, it also means that any non-compensated individual performing personal services for Leon County is to be governed by these rules.
 23. "Established Catalog Price" is the price included in a catalog, price list, schedule, or other form that:
 - a) is regularly maintained by a manufacturer or contractor;
 - b) is either published or otherwise available for inspection by customers; and
 - c) states prices at which sales are currently or were last made to a significant number of any category of buyers or those buyers constituting the general buying public for the supplies or services involved.
 24. "Field Quotes" is the procurement procedure used by the operating department or divisions to purchase commodities or contractual services with a value within the threshold amounts set for this category and are conducted by the department or division.
 25. "f.o.b. or FOB (free on board)" is a term used in conjunction with an identified physical location to determine the responsibility and basis for payment of freight charges, and the point at which title for the shipment passes from seller to buyer. Commonly used deliveries are:
 - a) FOB Destination. A shipment to be delivered to a destination designated by the buyer and the point at which buyer accepts title.
 - b) FOB Shipping Point (Origin). A shipment is to be delivered to the buyer with passage of title, on board the indicated conveyance or carrier at the contractor's designated facility.
 26. "Gratuity" is a payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, inuring to the benefit of an employee, unless consideration of substantially equal or greater value is given by the employee.
 27. "Informal Sealed Bid" is a written solicitation method used by the County for securing prices and selecting a provider of commodities or services with a value within the threshold for this category.
 28. "Intended Decision" means a written notice that states the firm or firms to whom the County intends to award a contract resulting from a solicitation and which establishes the period in which a notice of intent to protest may be timely filed. The Intended Decision is posted on the County website and on the Public Notice board in the Purchasing Division.
 29. "Invitation for Bid" (Competitive Sealed Bidding) means a written solicitation for sealed competitive bids used for the procurement of a commodity, group of commodities, or services valued more than the threshold for this category. The invitation for bids is used when the County is capable of specifically defining the scope of work for which a contractual service is required or when the County is capable of establishing precise specifications defining the actual commodity or group of commodities required.
 30. "Invitation to Negotiate" means a written solicitation that calls for responses to select one or more persons or business entities with which to commence negotiations for the procurement of commodities or contractual services.
 31. "Joint Venture" means:
 - a) a combination of contractors performing a specific job in which business enterprises participate and share a percentage of the net profit or loss; or
 - b) a joint business association of a minority individual(s)/firm(s) as defined herein, and a non-minority individual(s)/firm(s) to carry out a single business enterprise for which purpose the individuals/firms combine their property, money, efforts, skills and/or knowledge.

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32. "Local Business" means a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six months immediately prior to the issuance of the request for competitive bids or request for proposals by the county; and
 - b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business that is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
33. "Manufacturer" means a person or firm engaged in the process of making, fabricating, constructing, forming, or assembling a product(s) from raw, unfinished, semi-finished, finished, or recycled materials through a direct contract/agreement on behalf of the general contractor.
34. "Minor Irregularity" means a variation from solicitation terms and conditions which does not affect the price of the solicitation of the quality of services sought, give the bidder/proposer an unfair advantage over other bidders/proposers, or adversely impact the interests of the County.
35. "Option to Renew" means a contract clause that allows a party to reinstate the contract for an additional term.
36. "Person" means any business, individual, committee, club, other organization, or group of individuals.
37. "Pre-Bid Conference" (or Pre-Proposal Conference) means a meeting held with prospective bidders prior to solicitation of or the date for receipt of bids or proposals, to recognize state of the art limits, technical aspects, specifications, and standards relative to the subject, and to elicit expertise and bidders' interest in submitting a bid or pursuing the task.
38. "Procurement Award" is an award of a contract for goods or services resulting from a solicitation through action by the Board of County Commissioners in a public meeting.
39. "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined by the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his professional employment or practice.
40. "Purchase Order" means that document used by Leon County to request that a contract be entered into for a specified need, and may include, but not be limited to, the technical description of the requested item, delivery schedule, transportation, criteria for evaluation, payment terms, and other specifications.
41. "Purchasing" means buying, procuring, renting, leasing, or otherwise acquiring any materials, supplies, services, construction, or equipment. It also includes all functions that pertain to the obtaining of any material, supplies, services, construction, and equipment, including description of specifications and requirements, selection and solicitation of resources, preparation, and award of contract.
42. "Purchasing Director" means the Leon County employee duly authorized to enter into and administer contracts and make written determinations with respect thereto under the terms of the purchasing policies of the Leon County Government.
43. "Purchasing Quotes" is the procedure used to purchase commodities or contractual services wherein the Purchasing Director or Purchasing Agents obtain either written or oral quotations from three or more vendors for purchases within the threshold amounts set for this category.
44. "Recycled Content" means materials that have been recycled and are contained in the products or materials to be procured, including, but not limited to, paper, plastic, aluminum, glass, and composted

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- materials. The term does not include internally generated scrap that is commonly used in industrial or manufacturing processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product.
45. "Regulation" means a statement by the Board of County Commissioners having general or particular applicability and future effect, designed to implement, interpret, or prescribe law, policy, or practice.
 46. "Request for Information" means a written or electronically posted request to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted to form a binding contract.
 47. "Request for Proposals" (RFP) means a written solicitation for sealed proposals with the title, date, and hour of public opening designated. The request for proposals may be used when the County is unable to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required, and when the County is requesting that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document.
 48. "Request for a Quote" means a solicitation that calls for pricing information for purposes of competitively selecting and procuring commodities and contractual services from qualified or registered vendors.
 49. "Responsible bidder or offeror" means a person who has the capability, in all respects, to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.
 50. "Responsive bidder" means a person who has submitted a bid, which conforms in all material respects to the Invitation to Bid or the Request for Proposals.
 51. "Revenue Generating Contract" means a contract where revenue is received for goods and services provided on behalf of governmental entities.
 52. "Services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which is not defined as supplies and which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
 53. "Small Purchases" means the procurement of commodities or services with a value within the thresholds set for this category without the requirement of quotes, bids, or public notice under procedures established by the Purchasing Division.
 54. "Single Source Purchase" means the purchase of a commodity, service, equipment, or construction item(s) from one available practical source of supply because of standardization, warranty, or other factors, even though other competitive sources may be available. A Single Source may be declared such by the Board of County Commissioners for reasons acceptable to it.
 55. "Sole Source Purchase" means the purchase of a commodity, service, equipment, or construction item(s) from one available practical source of supply because of an inability to obtain competition, proprietary technology, copyright, or a supplier's unique capability. A Sole Source may be declared such by the Board of County Commissioners for reasons acceptable to it.
 56. "Specification" means any description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled, or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.
 57. "Supplier" means a person or firm who engages in the selling of materials and supplies to contractors, subcontractors, and/or manufacturers for the purpose of constructing, repairing, altering, remodeling,

- adding to or subtracting from or improving any building, structure, or property through a direct contract/agreement on behalf of the general contractor.
58. "Tangible Personal Property" is defined as property which has an original acquisition cost of \$1,000 or more; is not consumed in use and has a useful life of one year or more after initial acquisition; is not fixed in place and not an integral part of a structure or facility; and is not an integral part or component of another piece of equipment.
59. "Term Contract" means indefinite quantity contract whereby a contractor(s) agrees to furnish an item or items during a prescribed period of time (such as 3, 6, 9, 12 months or a specific date). The specified period of time or date completes such contract.
60. "Tie (Identical) Bid" is when two or more bids are equal with respect to price and it appears that the quality and service offered by the vendors are otherwise comparable.
61. "Tourism Event Hosting Application/Request/Bid" means the process utilized by the Tourism Department when applying to organizations to host tourism events.

Section 4 AUTHORITY OF PURCHASING DIRECTOR

- A. The Purchasing Director shall serve as the central purchasing officer of Leon County.
- B. The Purchasing Director shall develop and administer operational procedures implementing this policy and for governing the internal functions of the Division of Purchasing.
- C. Except as otherwise specifically provided in this policy, the Purchasing Director, or his/her designee, shall, in accordance with regulations promulgated by the Leon County Government:
1. Purchase or supervise the purchase of all supplies, services, materials, equipment, and construction services defined within the scope of this policy.
 2. Operate a central warehouse for the purchasing, in bulk, of items that may be more economically bought and distributed than when purchased on an individual basis; and, to provide facilities for storage of critically needed supplies.
 3. Administer the County Purchasing Card Program.
 4. Administer the Property Control Program.
- D. Upon the prior approval of the County Administrator or designee, the Purchasing Director may delegate authority to designee(s) as allowed by law or rule.
- E. The Purchasing Director shall coordinate with the Tallahassee-Leon County Office of Economic Vitality, Office of Minority, Women, and Small Business Enterprise, to implement, monitor, and enforce the [Tallahassee – Leon County – Blueprint Intergovernmental Agency](#), Minority, Women, and Small Business Enterprise [Policy program](#).

Section 5 PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Table 1 Purchasing Process Thresholds	
Procurement Method	Threshold
Petty Cash/Reimbursement (Section 5.02)	Not to exceed \$100
Small Purchase Procedures (Section 5.03) Tangible Property/Controlled Asset Consumables	\$1 to \$1,000 \$1 to \$2,500
Warehouse Operations (Section 5.031)	\$1 to \$5,000
Blanket Purchase Orders (Section 5.04) Non-contractual Basis Contractual Basis	not to exceed \$5,000 not to exceed annual contract value
Field Quotes (Section 5.05) Tangible Property/Controlled Asset Consumables	\$1,000 to \$5,000 \$2,500 to \$5,000
Purchasing Quotes (Section 5.06)	\$5,000.01 to \$50,000
Bid - Informal Bid Process – Standard (Section 5.07)	\$50,000.01 to \$100,000
Bid – Informal Bid Process for Tenant Renovations/ Improvements to County Space Leased by Private Entities (Section 5.07.1)	\$50,000.01 to \$200,000
Bid - Competitive Sealed Bids (Section 5.08)	\$100,000.01 and above
RFP - Competitive Sealed Proposals (Sections 5.09 and 5.09.1)	Purchasing Director – Authorized to Release RFPs Expected to Result in Costs No Greater than \$100,000; County Administrator – Authorized to release all RFPs

Table 2 Contract Award and Signature Authority Thresholds	
Individual	Threshold¹
Purchasing Director	*Procurement Agreements up to \$100,000
County Administrator	*Procurement Agreements greater than \$100,000 and no greater than \$250,000
Board of County Commissioners	*Procurement Agreements greater than \$250,000
¹ Term contracts will be awarded based upon the value of the initial term of the contract.	
*All contracts will be in a form approved by the County Attorney's Office prior to execution.	

Section 5.01 UTILIZATION OF MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISES

Leon County procurement activities will be conducted in compliance with the Tallahassee – Leon County – Blueprint Intergovernmental Agency, Minority, Women, and Small Business Enterprise Policy Program as adopted by the Leon County Board of County Commissioners on February 25, 2020. ~~be conducted in compliance with Part B of this Policy.~~ Employees are encouraged to seek out and utilize certified minority, women-owned, and small business enterprises in the procurement process, when available. ~~(Please see Part B, Minority, Women, and Small Business Enterprise Participation Program).~~

Whenever practicable, at least one of the three quotes/bids from certified minority, ~~and women, and small-owned~~ business enterprises shall be secured for Small Purchases, Field Quotes, Purchasing Quotes, and Informal Bids. The Purchasing Director or designee shall review the quotations and make the award or require additional quotations/bids prior to award.

~~For Competitive Sealed Bidding, Competitive Sealed Proposals (CCNA), and Other Competitive Sealed Proposals, Part B, Minority, Women, and Small Business Enterprise Participation Program shall be utilized unless otherwise exempted in this~~

~~policy.~~

Section 5.02 PETTY CASH/REIMBURSEMENT

- A. Petty cash funds shall be established and administered under the financial policies of the Board.
- B. Purchases from any petty cash fund or the reimbursement for a purchase shall be governed by the following requirements:
 - 1. No purchase of any single item from any petty cash fund or for reimbursement shall exceed the authorized dollar limit for petty cash/reimbursements in Section 5.
 - 2. Reimbursement for employee travel expenses from a petty cash fund shall not be allowed, except for local parking or toll costs.
 - 3. Funds contained within a petty cash fund shall not be expended for the payment of salaries.
 - 4. Expenditures from a petty cash fund or personal funds shall be reimbursed, provided:
 - a) They are supported by itemized vouchers, invoices, or receipts signed by the division or department head or designee.
 - b) They qualify as a proper public purpose.
 - c) They are expenses included within the approved annual budget of the division or department.

Section 5.03 SMALL PURCHASES

The purchase of commodities, equipment, and services, which cost less than the threshold authorized in Section 5, does not require solicitation of quotes or bids. Small purchases shall be authorized by Department or Division heads or their designees. Small purchase thresholds are to be determined utilizing the definitions below. Specific questions should be referred to the Purchasing Division for final decisions as to the determination of the category to be utilized.

- A. Tangible Property/Controlled Asset - Items/Assets that require a property tag and inclusion on the County inventory. ALL Tangible Property must be procured via a purchase order pursuant to the Tangible Personal Property Policy No. 02-5. For purposes of this section tangible property/controlled asset includes the following:
 - 1. An item which has an original acquisition cost of \$1,000 or more; is not consumed in use and has a useful life of one year or more after initial acquisition; is not fixed in place and not an integral part of a structure or facility; and is not an integral part or component of another piece of equipment; and
 - 2. An item with a historical cost less than \$1,000 but has been identified as being particularly at risk or vulnerable to loss or theft and having a residual value when approaching its end of shelf life by the Purchasing Director and the appropriate Division Director. Examples include computers, laptops, iPads, certain types of IT equipment, and certain types of maintenance equipment.
- B. Consumables – Commodities and services that are not included in the Tangible Property/Controlled Asset description above. These items are generally assumed to be consumed during use, have little to no residual value when wear-out is achieved/reached, intended to be used up and then replaced, or used up very quickly. Some examples include writing instruments, fuel, filters, most items of clothing, paper products, food, and some replaceable hand tools such as shovels, rakes, etc.

Section 5.03.1 WAREHOUSE OPERATIONS

The purchase of commodities, materials, and equipment for warehouse inventory, which cost less than the threshold authorized in Section 5, does not require solicitation of quotes or bids. Use of economic indices, review of costs, market trends, and/or use of periodic quotations shall be used by staff to assure cost effective purchases.

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Section 5.04 BLANKET PURCHASE ORDERS

Blanket Purchase Orders of either type listed below shall not be used to purchase any tangible personal property item. Tangible personal property items shall be listed as individual line items on a purchase order.

- A. Non-contractual Basis - All purchases made with a non-contractual blanket purchase order shall follow the thresholds and requirements for competitive selection. No purchase order shall be issued for an amount greater than the limit established for a non-contractual blanket purchase order in Section 5 of this policy for the purchase of goods or services not under a contractual arrangement authorized under this purchasing policy or approved by the Board.
- B. Contractual Basis - No purchase order shall be issued for an amount greater than the limit established for a contractual blanket purchase order in Section 5 of this policy for the purchase of goods or services unless approved by the Board.

Section 5.05 FIELD QUOTES

The purchase of goods and services, which cost within the range authorized for field quotes in Section 5, shall require competitive quotations from three or more vendors. The quotations may be obtained by the Department/Divisions.

Section 5.06 PURCHASING QUOTES

The purchase of goods and services, which cost within the range authorized for purchasing quotes in Section 5, shall require competitive quotations from three or more vendors. The quotations may be obtained by the operating department/division or the Purchasing Division and shall be reviewed by the Purchasing Director, or designee. Quotes must be on company letterhead, quote forms, or in a similar format with a date and signature of an authorized representative of the vendor. Quotes obtained for PCard purchases must be attached to the PCard reconciliation.

Section 5.07 INFORMAL BIDS

For purchases within the cost range authorized for informal bids in Section 5, the Purchasing Director or designee shall secure, whenever possible, a minimum of three written quotations, which shall be the result of written specifications transmitted by mail, by electronic format, or by facsimile. When such quotations are received by facsimile, the purchasing agent will immediately seal and label the quotations until the time set for opening bids. In those instances where the securing of three quotations is not practicable, the Purchasing Director or designee shall provide written justification of such. The quotations shall be reviewed, and a written recommendation of award shall be prepared for review and action.

Section 5.07.1 INFORMAL BIDS FOR TENANT RENOVATIONS AND IMPROVEMENTS FOR LEASED SPACE

For purchases for tenant renovations/improvements for County-owned spaces leased to private entities and within the cost range authorized for informal bids for lease space in Section 5, all procedures in Section 5.07 shall be followed.

Section 5.08 COMPETITIVE SEALED BIDDING

- A. Conditions for Use. All contracts for purchases of a single item or aggregate for the proposed term of service in excess of the established base amount for competitive sealed bidding in Section 5 shall be awarded on the basis of sealed competitive bidding, except as provided in Section 5.09, Competitive Sealed Proposals.
- B. Invitation to Bid. An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. All interpretations or corrections shall be issued as addenda. The County shall not be responsible for oral clarifications or representations.

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1. Alternate(s). Alternate bids will not be considered unless authorized by and defined in the invitation to bid or addenda thereto.
2. Approved Equivalents. The County reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with, stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the invitation to bid or addenda thereto.
3. Negotiation of Terms and Conditions – Less Than Two Responsive Submissions. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Director, or designee may negotiate on the best terms and conditions. The Purchasing Director or designee shall document the reasons that such action is in the best interest of the County in lieu of resoliciting competitive sealed bids, proposals, or replies. The Purchasing Director shall report all such actions to the County Administrator or designee prior to final award of any contract resulting from the negotiations.

C. Public Notice.

1. The solicitation of competitive bids or proposals for any County construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any County construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the County in any manner that is reasonable under the emergency circumstances.

The solicitation of competitive bids for work on roads shall be publicly advertised in a newspaper of general circulation in the county at least once each week for two consecutive weeks.

2. Changes to Public Notice. If the location, date, or time of the bid opening changes, written notice of the change shall be given in the form of an addendum, as soon as practicable after the change is made and posted on the Purchasing Division website.
3. Each invitation to bid, request for proposals, request for qualifications, invitation to negotiate, or other procurement solicitation which is anticipated to include travel expenses by authorized persons as defined in the Leon County Travel Policy shall include the following notice:

“Consultant travel which is not covered within the scope of the consultant’s contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Government and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.”

- D. Bid Opening. Bids shall be opened publicly. At least one representative from the Division of Purchasing shall open the bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and such other relevant information as may be deemed appropriate by the Purchasing Director, together with the name of each bidder, and all witnesses shall be recorded. The record (Tabulation Sheet) and each bid shall be open to public inspection as provided by law.

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- E. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as: inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose and/or factors to determine a bidder's level of responsibility such as references, work history, bonding capacity, licensure, certifications, etc. Those criteria that will affect the bid price and that are to be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that is not set forth in the Invitation to Bid, in regulations, or in this policy.
- F. Bid Agenda Item/Award Memo. The Tabulation Sheet and other bid documents, as necessary, shall be presented to the appropriate department or division head for review and recommendation. The department or division head shall prepare the recommendation in the appropriate format to the awarding authority as prescribed in Section 5.
- G. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids, before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate under the sole discretion of the County. Mistakes discovered before bid opening may be modified or withdrawn upon written notice received in the office designated in the Invitation for Bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid price or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
1. the mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
 2. the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Director and concurred with by the County Administrator.
- H. Multi-Step Sealed Bidding.
1. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids or request for proposals may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
 2. A multi-step process utilizing pre-qualification of bidders or respondents may be used to ensure that the bidders/respondents have the appropriate licensure, capacity, qualifications, experience, staffing, equipment, bonding, insurance and similar project-based criteria to successfully perform a specific project or service. Those bidders/respondents determined qualified in the pre-qualification will then be eligible to participate in the invitation to bid or request for proposal process for the project or service. The Purchasing Director shall develop and administer operational procedures governing any such pre-qualification process.
- I. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid. The County reserves the right to waive any minor irregularity in bids and to make an award in whole or in part when either or both conditions are in the best interest of Leon County. The contract shall be awarded by purchase order or other written notice. Every procurement of contractual services shall be evidenced by a written agreement.

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1. Notice of Intended Decision. The Intended Decision shall be posted on the County website and on the public notice board in the Purchasing Division. This written notice shall state the firm or firms to whom the County intends to award the contract resulting from the solicitation and establishes the 72 consecutive hour period in which a notice of intent to protest may be timely filed.
 2. Notice of Right to Protest. Any bid award recommendation may be protested if the recommendation is alleged to be contrary to the County's rules or policies, the solicitation specifications, or law. The standard of proof for such proceedings shall be whether the action is clearly erroneous, contrary to competition, arbitrary or capricious. Such notice of intent of bid protest shall be delivered to the Purchasing Director within 72 consecutive hours after posting of the Notice of Intended Decision of Award (excluding Saturdays, Sundays, and County holidays). Protestor shall file thereafter a formal written bid challenge within 10 calendar days after the date in which the notice of intent of bid protest has been submitted. Failure to timely file a notice of intent of bid protest or failure to timely file a formal written bid protest with the proper bond shall constitute a waiver of all rights provided under the Leon County Purchasing Policy.
- J. Cancellation of Invitations for Bids. An invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the County, as determined by the Purchasing Director or designee, in concurrence with the County Administrator or designee. Notice of cancellation shall be provided to all plan-holders and posted on the County website. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.
- K. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Purchasing Director, or designee for the following reasons:
1. Failure to materially perform according to contract provisions on prior contracts with the County.
 2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
 3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
 4. Clear and convincing evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
 5. Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133(3)(a).
 6. Other reasons deemed appropriate by the Board of County Commissioners.
- L. Negotiation of Terms and Conditions – Less Than Two Responsive Submissions. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, or all bids received exceed the available budget identified for the commodity or contractual service, the Purchasing Director or designee may negotiate on the best terms and conditions. The Purchasing Director or designee shall document the reasons that such action is in the best interest of the County in lieu of resoliciting competitive sealed bids, proposals, or replies. The Purchasing Director shall report all such actions to the County Administrator or designee prior to final award of any contract resulting from the negotiations. Award will be made according to the award thresholds in Section 5.
- M. Local preference in bidding.
1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual

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services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the County may give a preference to Local Businesses in making such purchase or awarding such contract, as follows:

- a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of five percent of the bid price.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of three percent of the bid price.
 - c) The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids, which are part of the bid and being recommended for award by the appropriate authority.
2. Certification. Any vendor claiming to be a Local Business shall so certify in writing to the purchasing division. The certification shall provide all necessary information to meet the requirements for a Local Business as defined herein. The purchasing agent shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."
 3. Waiver. The application of local preference to a particular purchase, contract, or category of contracts for which the County is the awarding authority may be waived upon written recommendation of the County Administrator and approval of the Board. The application of local preference to a particular purchase, contract, or category of contracts below the award authority of the Board may be waived upon written recommendation of the Director of Purchasing and approval of the County Administrator or designee.

(Reference Article IX, Section 2-400, Chapter 2 of the Code of Laws of Leon County, Florida)

N. Prohibited Communications

Any form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, communications with the County Attorney or communications with the Purchasing Director.

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Prohibited communications may result in disqualification from the particular request for proposal, request for qualification, bid, or any other competitive solicitation and shall be grounds for suspension from doing business with the County.

Section 5.09 COMPETITIVE SEALED PROPOSALS

Section 5.09.1 PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES

- A. Purpose. The purpose of this section, and the procedures established hereunder, is to ensure compliance with Section 287.055 Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA). This act establishes parameters within which the County must select professional services from architects, engineers, landscape architects, surveyors, and mappers. The CCNA requires the County to select these services on a qualitative basis using prescribed criteria prior to any negotiations, which may consider the cost of such services.
- B. Public Announcement. It is the policy of the County to publicly announce all requirements for professional architectural, engineering, landscape architectural, land surveying, and mapping services, and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the Purchasing Director may require firms to submit a statement of qualifications, performance data, and other information related to the performance of professional services.
1. Scope of Project Requirements.
 - a) For specific projects, the County office requesting the professional services shall submit to the Purchasing Director written project requirements indicating the nature and scope of the professional services needed by the office, including but not limited to the following:
 - 1) the general purpose of the service or study;
 - 2) the objectives of the study or service;
 - 3) estimated period of time needed for the service or the study;
 - 4) the estimated cost of the service or study;
 - 5) whether the proposed study or service would or would not duplicate any prior or existing study or service; and
 - 6) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.
 - b) For Continuing Supply Services, the County office requesting the professional services shall submit to the Purchasing Director written project requirements indicating the nature and scope of the professional services needed by the office, including but not limited to the following:
 - 1) the general purpose of the service or study;
 - 2) estimated period of time needed for the service or the study;
 - 3) the estimated cost of the service or study;
 - 4) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.
 2. Review of Project Requirements. The Purchasing Director or his/her designee shall review the scope of project requirements and prepare a draft request for proposals. The draft RFP shall be submitted to the requesting office for consideration and revision, as may be needed, prior to public distribution of the RFP.
 3. Distribution of RFP. The Purchasing Director shall distribute the RFP in accord with standard procedures including publication of legal notice and provide notification of the date and time when such proposals are due. Public notice shall be as provided in Section 5.08 (C).

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4. Negotiation of Terms and Conditions – Less Than Two Responsive Submissions. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Director, or designee may negotiate on the best terms and conditions. The Purchasing Director, or designee shall document the reasons that such action is in the best interest of the County in lieu of resoliciting competitive sealed bids, proposals, or replies. The Purchasing Director shall report all such actions to the County Administrator or designee prior to final award of any contract resulting from the negotiations.
 5. Modification Prohibition. After the publicized submission time and date, any proposal received shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Purchasing Director or the Selection Committee (defined in Section 5.09.1(C)) at any point in the process prior to contract negotiations.
 6. Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the County is able to reuse existing plans from a prior project. However, public notice of any plans, which are intended to be reused at some future time, shall contain a statement that provides that the plans are subject to reuse.
 7. Local preference in Requests for Proposals.
 - a) In the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
 - 1) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of five percent.
 - 2) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of three percent.
 - b) Certification. Any vendor claiming to be a Local Business shall so certify in writing to the purchasing division. The certification shall provide all necessary information to meet the requirements for a Local Business as defined herein. The purchasing agent shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a “Local Business.”
 - c) Waiver. The application of local preference to a particular purchase, contract, or category of contracts for which the County is the awarding authority may be waived upon written recommendation of the County Administrator and approval of the Board. The application of local preference to a particular purchase, contract, or category of contracts below the award authority of the Board may be waived upon written recommendation of the Director of Purchasing and approval of the County Administrator.
- (Reference Article IX, Section 2-400, Chapter 2 of the Code of Laws of Leon County, Florida)*
8. Exemptions. This section shall not apply to a professional service contract for a project where the basic construction cost is estimated by the agency to be less than the threshold amount provided in s. 287.055, Florida Statutes, or for a planning or study activity when the fee for professional services is estimated by the agency to be less than the threshold amount provided in s. 287.055, Florida Statutes, or in cases of valid public emergency so certified by the County Administrator. This section shall not apply to any requirement for professional services if a continuing contract is in effect and a determination is made to utilize the continuing contract to obtain such services.

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- C. CCNA Evaluation Committee Membership and Evaluation.
1. Depending on the expected complexity and expense of the professional services to be contracted, the County Administrator, or his/her designee shall determine whether a three member or five-member selection committee will best serve the needs of the County.
 2. Membership of all Evaluation Committees shall be appointed by the County Administrator or his/her designee.
 3. Public Meetings. In accordance with Florida Statute 286.011, all Evaluation Committee meetings subsequent to the opening of the solicitation are to be public meetings. The Chairperson shall be responsible to provide the Purchasing Division with all meeting information (date, time, location, and reason for meeting) no less than 96 hours in advance of any scheduled meeting, excluding holidays and weekends. The Purchasing Division will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Division offices and on the Leon County website. The Purchasing Director shall develop and implement Evaluation Committee procedures to ensure compliance with public meeting requirements.
 4. Contact with the CCNA Evaluation Committee. Members of the CCNA Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings. The conduct of the business and discussions regarding the proposals before the CCNA Evaluation Committee must be done in the public meetings only.
 5. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
 - a) The initial ranking of proposals is based upon the points given in the Weighted Scoring Sheet utilizing the Evaluation Criteria Matrix. The scores will be provided by the Purchasing and MWSBE Divisions for Local preference and MWBE participation, respectively.
 - b) Shortlisting. The best-qualified respondents shall be based upon the CCNA Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the Weighted Scoring Sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Administrator or designee, after input and discussion with the CCNA Evaluation Committee, approves adding additional firms to the shortlist.
 6. Presentations/Interviews. The CCNA Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.
 7. Final Ranking. The CCNA Evaluation Committee shall utilize the Ordinal Process Rating System to rank the firms. The respondents shall be listed in order of preference starting at the top of the list. The list of best-qualified persons shall be forwarded to the County Administrator or Board, as appropriate, for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.
- D. Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Director or designee(s) or by a Negotiation Committee.
1. Negotiation Committee Membership. Membership of the three-member Negotiation Committee shall consist of:
 - a) the Purchasing Director, or the designee of the Purchasing Director who shall chair the committee,
 - b) the head of the primary using department or agency, or his/her designee,
 - c) the County Attorney or designee.

2. Negotiation. The Negotiator(s) shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Negotiator(s) determines to be fair and reasonable to the County. In making this decision, the Negotiator(s) shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the Negotiator(s) be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Negotiator(s) shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Negotiator(s) shall formally terminate negotiations, and shall then undertake negotiations with the third most qualified firm. Should the Negotiator(s) be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Negotiator(s) shall continue negotiations in accordance with this Section until an agreement is reached or until a determination has been made not to contract for such services.
 3. Continuing Contracts. Nothing in this section (5.09.1) shall be construed to prohibit continuing contracts for professional services between a firm and the County.
- E. Cancellation of Solicitations. Any solicitation may be canceled, or any or all responses may be rejected in whole or in part when it is in the best interests of the County, as determined by the Purchasing Director in consultation with the County Administrator or designee. Notice of cancellation shall be provided to all plan-holders and posted on the County website. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

Section 5.09.2 OTHER COMPETITIVE SEALED PROPOSALS

- A. Conditions for Use. When the Director of Purchasing determines that the use of competitive sealed bidding is either not practical or not advantageous to the County, a contract may be entered into by the use of competitive sealed proposals.
- B. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 5.09.1.
- C. Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in subsection 5.08C of this policy for competitive sealed bidding.
- D. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation criteria.
- E. Proposal Cancellation or Postponement. The Director of Purchasing or designee may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
- F. Revisions and Discussions with Responsible Offerors. Discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

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- G. Award. Award shall be made to the responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to Leon County, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal. The County reserves the right to waive any minor irregularity in proposals and to make an award in whole or in part when either or both conditions are in the best interest of Leon County.
- H. Local preference in Other Competitive Sealed Proposals. In the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of five percent.
 2. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of three percent.

(Reference Article IX, Section 2-400, Chapter 2 of the Code of Laws of Leon County, Florida)

- I. Negotiation of Terms and Conditions – Less Than Two Responsive Submissions. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Director or designee may negotiate on the best terms and conditions. The Purchasing Director or designee shall document the reasons that such action is in the best interest of the County in lieu of resoliciting competitive sealed bids, proposals, or replies. The Purchasing Director shall report all such actions to the County Administrator or designee prior to final award of any contract resulting from the negotiations.
- J. Cancellation of Solicitations. Any solicitation may be canceled, or any or all responses may be rejected in whole or in part when it is in the best interests of the County, as determined by the Purchasing Director in consultation with the County Administrator or designee. Notice of cancellation shall be provided to all plan-holders and posted on the County website. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

Section 5.10 SINGLE AND SOLE SOURCE PURCHASES

- A. Single/Sole Source Certification. A contract may be awarded, except as otherwise provided for under state law, for a supply, service, material, equipment or construction item(s) without competition when the Purchasing Director, with the concurrence of the County Administrator or designee, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service, equipment, or construction item(s). Such awards will be made within the authorized procurement limits identified in Section 5.0. When a purchase exceeds the threshold amount for Board approval, the item will be placed on the agenda for Board approval and certification that the vendor has been determined to be a single or sole source.
- B. Additional Purchases from Certified Single/Sole Source. The Purchasing Director shall be authorized, after initial single/sole source certification, to make additional purchases from a sole source vendor for a minimum of one year or until such time as contrary evidence is presented regarding sole source eligibility.

Section 5.11 EMERGENCY PURCHASES

- A. Authorization During Normal Business Hours. In the case of emergencies that require the immediate purchase of goods, equipment or services, the County Administrator, Purchasing Director, Group Director, or his designee shall be empowered to secure such goods or services without competitive bidding. In this event, all measures

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reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the County of the goods or services procured.

- B. Authorization Outside of Normal Business Hours. A department or division head, during non-business hours, is authorized to make purchases without competitive bids, when an emergency arises.
- C. Documentation and Approval. Documentation for emergency purchases pertaining to Section 5.11 (A) and (B) shall be submitted to the Purchasing Office on the standard requisition form with a detailed explanation, and support material attached, if applicable, within 10 workdays after the event occurred. Emergency purchases that exceed the competitive sealed bid threshold shall be ratified by the Board. Emergency purchases within the informal bid thresholds shall be approved by the County Administrator after-the-fact.
- D. Mutual Aid Agreements. The County may enter into and utilize Mutual Aid Agreements as provided in Chapter 252, Florida Statutes in the event of emergency situations. The Purchasing Director shall be authorized to invoke the terms of the Mutual Aid Agreement.

Section 5.12 COOPERATIVE PURCHASING

The County may take advantage of cooperative purchasing agreements identified below when it is in the best interest of the County as determined by the award thresholds in Section 5. Whenever practicable, vendors will be encouraged to seek out and utilize certified minority, women-owned, and small business enterprises in the contracting process, when available. (Please see [Tallahassee – Leon County – Blueprint Intergovernmental Agency, Minority, Women, and Small Business Enterprise Policy Part B, Minority, Women, and Small Business Enterprise Participation Program](#)).

- A. State Contracts. The County is authorized to purchase goods or services from authorized vendors listed on the respective state contracts (state term continuing supply contracts, SNAPS agreements [State Negotiated Agreement Price Schedules], agreements resulting from Invitations to Negotiate [ITN], or other such contracts authorized by statute for use by local governments) of the Florida Department of Management Services or other state agencies. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board of County Commissioners in Department/Division accounts.
- B. Federal Supply Service. The County is authorized to purchase goods or services from authorized vendors listed on the eligible Federal Supply Schedules issued by the Federal General Services Administration. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board of County Commissioners in Department/Division accounts.
- C. Collaborative Purchases with Other Public Procurement Units. The Purchasing Director, or designee shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the County would be served thereby, and the same is in accordance with the County and State law. The Purchasing Director, or designee shall appropriately document such cooperative purchasing arrangements. All Cooperative Purchasing conducted under this section shall be through contracts awarded through full and open competition, including use of source selection methods equivalent to those required by this policy. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative purchasing.
- D. Other Governmental Entity Contracts (“Piggybacks”). The County is authorized to purchase goods or services from authorized vendors listed on eligible contracts of other governmental entities. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board of County Commissioners in Department/Division accounts. All Cooperative Purchasing contracts utilized under this section shall have been awarded through full and open competition, including use of source selection methods equivalent to those required by this policy. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative purchasing.

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- E. Cooperative Purchasing Organizations. The County authorized to purchase goods or services from authorized vendors listed on eligible contracts of cooperative purchasing organizations. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board of County Commissioners in Department/Division accounts. All Cooperative Purchasing contracts utilized under this section shall have been awarded through full and open competition, including use of source selection methods equivalent to those required by this policy.

Section 5.13 PROTESTING INTENDED DECISIONS AND PROCUREMENT AWARDS

- A. Right to Protest. Any person, hereinafter referred to as Protestor, who submits a timely response to an invitation to bid, a request for proposals, an invitation to negotiate, a request for qualifications, a multi-step sealed bid, or multi-step request for proposals under Sections 5.07, 5.08, 5.09, 5.09.1 or 5.09.2 of this Policy, and who is aggrieved with an Intended Decision of the County or a Procurement Award rendered by the Board of County Commissioners shall have the right to protest. Failure to protest an Intended Decision shall act as a bar to protest a subsequent Procurement Award that adopts the Intended Decision in all material respects.
1. Any Protestor wishing to protest an Intended Decision shall follow the procedures set forth in paragraphs B, C, and D of this Section.
 2. Any Protestor wishing to protest a Procurement Award shall follow the procedures in paragraphs B, C, and E of this Section.
- B. Filing a Protest. A Protestor shall file with the County a notice of intent to protest in writing within 72 consecutive hours after the posting of the notice of Intended Decision or Procurement Award of the County. A formal written protest shall be filed within 10 calendar days after the date the notice of intent to protest has been filed. Failure to timely file a notice of intent to protest or failure to file a formal written protest shall constitute a waiver of the right to proceedings under this Section.

A notice of intent to protest and the formal written protest are deemed filed with the County when it is received by the Purchasing Division.

1. The notice of intent to protest shall contain at a minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative to whom notices may be sent; the name and bid number of the solicitation; and, a brief factual summary of the basis of the protest.
2. The formal written protest shall: identify the Protestor and the solicitation involved; include a plain, clear statement of the grounds upon which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the Protestor deems applicable to such grounds; and, specify the relief to which the Protestor deems himself entitled.
3. A formal written protest shall include the posting of a bond with the Purchasing Division at the time of filing the formal written protest, made payable to the Board of County Commissioners, Leon County, in an amount equal to one percent (1%) of the County's estimate of the total dollar amount of the contract or \$5000, whichever is greater. If after completion of the bid protest process and any court proceedings, the County prevails, the County shall be entitled to recover all court costs provided under Florida law, but in no event attorney fees, which shall be included in the final order of judgment rendered by the court. Upon payment of such court costs by the Protestor, the bond shall be returned to him. After completion of the bid protest process and any court proceedings, if the Protestor prevails, the protestor shall be entitled to have his bond returned and he shall be entitled to recover from the County all court costs provided under Florida law, but in no event attorney fees, lost profits or bid preparation costs, which shall be included in the final order of judgment rendered by the court. In no case will the Protestor or Intervenor be entitled to any costs incurred with the solicitation, including bid preparation costs, lost profits, bid protest costs, and/or attorney's fees.

4. Timeliness of protest determinations. All determinations on the timeliness of notices of intent to protest and formal written protests will be made by the Purchasing Director.

C. General Provisions

1. Intervenor. Any person, hereinafter referred to as Intervenor, who has submitted a timely response to the subject invitation to bid, request for proposals, invitation to negotiate, request for qualifications, or multi-step sealed bids, or multi-step requests for proposals, and who has a substantial interest in the Intended Decision or Procurement Award of the County, may be granted the right to intervene by order of the Chairperson of the Procurement Appeals Board or Special Master in response to a petition to intervene. A petition to intervene shall be filed within five calendar days of the filing of a formal written protest. Failure to timely file a petition to intervene shall constitute a waiver of all rights to intervene in the subject protest proceeding. Petitions to intervene will be considered by the Chairman of the Procurement Appeals Board, and any decision concerning a Petition to Intervene shall be made by the Chairman and shall be deemed final.
2. Time Limits. The time limits in which formal written protests shall be filed as provided herein may be altered by specific provisions in the invitation to bid, request for proposals, invitation to negotiate, request for qualifications, or multi-step sealed bids, or multi-step requests for proposals or upon the mutual written consent of the Protestor and the County.
3. Entitlement to Costs. In no case will the Protestor or Intervenor be entitled to any costs incurred with the invitation to bid, request for proposals, invitation to negotiate, request for qualifications, or multi-step sealed bids, or multi-step requests for proposals, including, but not limited to bid preparation costs, lost profits, bid protest costs, and/or attorney's fees.
4. After a formal written protest has been filed with the Purchasing Director, the Protestor may not discontinue such appeal without prejudice, except as authorized by the Procurement Appeals Board or Special Master.
5. Stay of Procurement During Protests. In the event of a timely protest under Section 5.13(B) herein, the Purchasing Director shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the County Administrator makes a written determination that the award of a contract without delay is necessary to protect the substantial interests of the County. Additionally, the County Administrator, or designee may execute an extension of current contract(s) to ensure the continuation of critical services.

D. Protest of Intended Decisions.

1. Upon timely receipt of a notice of intent to protest an Intended Decision, the Purchasing Director shall provide the Protestor with acknowledgement of receipt and a copy of this Section. The Purchasing Director shall within two business days mail a copy of the notice of intent to protest to all persons who responded to an invitation to bid, a request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.
2. Upon timely receipt of a formal written protest of an Intended Decision, the Purchasing Director shall provide the Protestor with acknowledgement of receipt and will notify the Chairman of the Procurement Appeals Board. The Purchasing Director shall within two business days mail a copy of the formal written protest to all persons who responded to an invitation to bid, a request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.

3. Procurement Appeals Board. There is hereby established a Procurement Appeals Board to be composed of a chairperson and two members and two alternates. The chairperson, members, and alternates of the Procurement Appeals Board shall be appointed by the County Administrator. The term of office of the chairperson, members, and alternates of the Procurement Appeals Board shall be three years. For the initial appointments, the County Administrator shall appoint the chairperson for a term of three years, one member and one alternate for a term of two years, and one member and one alternate for a term of one year so that a term of office expires every year. Thereafter, their successors shall be appointed for terms of three years, or for the balance of any unexpired term, but members may continue to serve beyond their terms until their successors take office. Members may be reappointed for succeeding terms.
 - a) The Purchasing Division is authorized to provide for the Procurement Appeals Board such administrative support as the Chairman requests in the hearing of formal written protests.
 - b) Acting by two or more of its members, the Procurement Appeals Board shall issue a decision in writing or take other appropriate action on each formal written protest submitted. A copy of any decision shall be provided to all parties and the Purchasing Director.
 - c) Procurement Appeals Board Proceeding Procedures
 - 1) The Procurement Appeals Board shall give reasonable notice to all substantially affected persons or businesses, including the Protestor, and any Intervenor.
 - 2) At or prior to the protest proceeding, the Protestor and/or Intervenor, as the case may be, may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the issues raised.
 - 3) In the protest proceeding, the Protestor, and/or Intervenor, as the case may be, or his representative or counsel, may also make an oral presentation of his evidence and arguments. Further, only reasonable direct and cross-examination of witnesses shall be permitted, at the discretion of the Chairman of the Procurement Appeals Board. The members of the Procurement Appeals Board may make whatever inquiries they deem pertinent to a determination of the protest.
 - 4) The judicial rules of evidence shall not strictly apply; however, witnesses shall be sworn, and any testimony taken under oath and, the members of the Procurement Appeals Board shall base their decision on competent, substantial evidence. The protest proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.
 - 5) Within seven (7) working days of the conclusion of the protest proceeding, the Procurement Appeals Board shall render a decision. The Procurement Appeals Board decision shall be reduced to writing and provided to the Protestor and/or Intervenor, as the case may be, and the County.
 - 6) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

E. Protest of Procurement Awards; Special Master Proceedings.

1. Upon timely receipt of a notice of intent to protest a Procurement Award of the County, the Purchasing Director shall provide the Protestor with acknowledgement of receipt and a copy of this Section. The Purchasing Director shall within one business day mail a copy of the notice of intent

- to protest to all persons who responded to an invitation to bid, a request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.
2. Upon timely receipt of a formal written protest of a Procurement Award of the County, the Purchasing Director shall provide the Protestor with acknowledgement of receipt and will notify the County Attorney of the protest. The Purchasing Director shall within one business day mail a copy of the formal written protest to all persons who responded to an invitation to bid, a request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.
 3. Appointment of a Special Master. The County Administrator shall appoint and retain a special master or shall contract with the Florida Division of Administrative Hearings for an administrative law judge to act as a special master to conduct evidentiary proceedings regarding formal written protests of Procurement Awards. Each special master shall be a licensed attorney with the Florida Bar who has practiced law in Florida for at least five years, and who has experience in procurement law, local governmental law, or administrative law. Each special master appointed and retained by the County shall serve at the pleasure of the County Administrator and shall be compensated at a rate or rates to be fixed by the County Administrator. The expense of each special master proceeding shall be borne equally by the Protestor and the County.
 4. Ex parte communication.
 - a) No county employee, elected official, or other person who is or may become a party to a proceeding before a special master may engage in an ex parte communication with the special master. However, the foregoing does not prohibit discussions between the special master and county staff that pertain solely to scheduling and other administrative matters unrelated to the merits of the hearing.
 - b) If a person engages in an ex parte communication with the special master, the special master shall place on the record of the pending case all ex parte written communications received, all written responses to such communications, a memorandum stating the substance of all oral communications received, and all oral responses made, and shall advise all parties that such matters have been placed on the record. Any party desiring to rebut the ex parte communication shall be entitled to do so, but only if such party requests the opportunity for rebuttal within ten days after notice of such communication. If he or she deems it necessary due to the effect of an ex parte communication received by him, the special master may withdraw from the case.
 5. Powers of special masters. The special masters who conduct hearings pursuant to this section shall have the powers of hearing officers enumerated in F.S. § 120.569(2)(f), as amended.
 6. Prehearing requirements. At least fourteen days prior to the date set for the hearing, the parties shall exchange a list of names and addresses of witnesses planned to testify at the hearing, and a list of exhibits planned to be introduced at the hearing, as well as produce the physical exhibits for inspection by the parties. Each party is entitled to depose witnesses scheduled to testify at the evidentiary hearing.
 7. Hearings.
 - a) All hearings shall be commenced within 45 days of the date of the filing of the formal written protest. Requests for continuance by any party, either before or during the hearing, may be considered upon good cause shown.
 - b) All hearings shall be open to the public.

- c) The participants before the special master shall be the Protestor, the Protestor's witnesses, if any, county staff and witnesses, and any Intervenor. The participation of Intervenors shall be governed by the terms of the order issued by the special master in response to a petition to intervene. Intervention may only be permitted to any person, hereinafter referred to as Intervenor, who has submitted a timely response to the subject invitation to bid, request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals, and who has a substantial interest in the Procurement Award.
- d) Testimony and evidence shall be limited to matters directly relating to the formal written protest. Irrelevant, immaterial, or unduly repetitious testimony or evidence may be excluded.
- e) All testimony shall be under oath. The order of presentation of testimony and evidence shall be as set forth by the special master.
- f) To the maximum extent practicable, the hearings shall be informal. All parties shall have the opportunity to respond, to present evidence and provide argument on all issues involved which are related to the formal written protest, and to conduct cross-examination and submit rebuttal evidence. During cross-examination of witnesses, questioning shall be confined as closely as possible to the scope of direct testimony and matters involving impeachment. The special master may call and question witnesses or request additional evidence as he or she deems necessary and appropriate.
- g) The special master shall render a final order on the formal written protest to the parties within ten days after the hearing concludes, unless the parties waive the time requirement. The final order shall contain written findings of fact and conclusions of law, which shall then be presented to the Board of County Commissioners for ratification or other final disposition.

Section 5.14 CONTRACT CLAIMS

- A. Authority to Settle Contract Controversies. This Section applies to controversies between the County and a contractor and which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, where the contractor and County agree to utilize the provision of this section.
 - 1. The Purchasing Director is authorized to settle any controversy arising out of the performance of a County contract, prior to the commencement of an action in a court of competent jurisdiction up to \$10,000 in value.
 - a) If such a controversy is not resolved by mutual agreement, the Purchasing Director shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise be furnished to the contractor immediately. The decision shall:
 - 1) State the reason for the action taken; and,
 - 2) Inform the Contractor of its right to administrative review as provided in this section.
 - b) If the Purchasing Director does not issue a written decision required in paragraph (a) of this subsection within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.
 - c) The decision of the Purchasing Director may be appealed to the Procurement Appeals Board by the protestor by filing a formal written appeal with the Purchasing Director within five calendar days of receipt of the Purchasing Director's decision.

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2. The Procurement Appeals Board is authorized to review any appeal of a decision on a contract controversy by the Purchasing Director or to hear any contract controversy in excess of \$10,000.
3. The Procurement Appeals Board shall promptly decide the contract or breach of contract controversy. The proceeding shall be de novo and shall follow the Proceeding Procedures contained in Section 5.13 (E)(3). Any prior determination by administrative officials shall not be final or conclusive.

Section 5.15 REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

- A. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Director, after consultation with the County Attorney, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
- B. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award of contract, the Purchasing Director, after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- C. After Award. If, after award, the Purchasing Director, after consultation with the County Attorney, determines that a solicitation or award of a contract was in violation of applicable law or ordinance, then:
 1. If the person awarded the contract has not acted fraudulently or in bad faith:
 - a) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the County; or
 - b) the contract may be terminated, and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to termination, but excluding attorney's fees; or
 2. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the County.

Section 5.16 OWNER DIRECT PURCHASES IN PUBLIC WORKS CONTRACTS

It is the policy of Leon County, Florida that all owner direct purchases for supplies and materials for use in public works projects be made in accordance with section 212.06(6) Florida Statutes and rule 12A-1.094 Florida Administrative Code, as they may be amended from time to time.

The Purchasing Director shall establish administrative procedures, processes, and forms necessary for the implementation and administration of owner direct purchases for supplies and materials for use in public works projects. In addition, the Purchasing Division shall provide training for project managers and other fiscal staff involved in contracts that may utilize owner direct purchases.

Section 5.17 EMPLOYMENT ELIGIBILITY AND VERIFICATION

- A. Federal statutes and executive orders require employers to abide by the immigration laws of the United States and to employ in the United States only individuals who are eligible to work in the United States. It is the policy of Leon County, Florida that unauthorized aliens shall not be employed nor utilized in the performance of contracted services for the County, in accordance with the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended (8 U.S.C. § 1324a), and Subpart 22.18 of the Federal Acquisition Register.

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B. Employment Eligibility Verification.

1. This section on employment eligibility verification (“E-Verify”) requirements shall apply to contractors and subcontractors performing contracted services for the County, where the contracted services are funded pursuant to federal grants, federal contracts, state grants, or state contracts.
2. Each Contractor and subcontractor, as defined in this section, shall agree to enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
3. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen, indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within three business days after the date of hire.
 - b) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
5. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided previously, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
6. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

C. The Purchasing Director shall establish administrative procedures, processes, and forms necessary for the implementation and administration of this policy section. In addition, the Purchasing Division shall provide training for project managers and other staff involved in contracts that may utilize E-Verify requirements.

Section 6 CONTRACT ADMINISTRATION

The Purchasing Director or designee shall serve as the chief contract administrator for the County. The Purchasing Director shall establish administrative procedures, processes, and tools necessary for the implementation and conduct of a comprehensive contract administration program. In addition, the Purchasing Division shall provide initial contract administration training for project managers and update training as deemed necessary.

Section 6.1 CONTRACT PROVISIONS

- A. Standard Contract Clauses and Their Modification. The Purchasing Director, after consultation with the County Attorney, may establish standard contract clauses for use in County contracts. However, the Purchasing Director may, upon consultation with the County Attorney, vary any such standard contract clauses for any particular contract.
- B. Contract Clauses. All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Director, after consultation with the County Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
1. the unilateral right of the County to order, in writing, changes in the work within the scope of the contract;
 2. the unilateral right of the County to order, in writing, temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 3. variations occurring between estimated quantities or work in contract and actual quantities;
 4. defective pricing;
 5. time of performance and liquidated damages;
 6. specified excuses for delay or nonperformance;
 7. termination of the contract for default;
 8. termination of the contract in whole or in part for the convenience of the County;
 9. suspension of work on a construction project ordered by the County;
 10. site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
 - a) when the contract is negotiated;
 - b) when the contractor provides the site or design;
 - c) when the parties have otherwise agreed with respect to the risk of differing site conditions.
 11. value engineering proposals.

Section 6.2 PRICE ADJUSTMENTS

- A. Methods of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the Board:
1. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 2. by unit prices specified in the contract or subsequently agreed upon;
 3. by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the Board;
 4. in such other manner as the contracting parties may mutually agree; or

5. in the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, subject to the provisions of this section.

B. Cost or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

Section 6.3 CHANGE ORDERS/CONTRACT AMENDMENTS

A. Change Orders. Change Orders are written documentation reflecting changes made to stipulations, condition, or terms of the contract during the contract period whether the contract is a capital improvement or a consultant services contract. There are two types of change orders that may be made to these contracts.

1. Field Change Order. This change order is identified in the original approved contract as a contingency and is referred to as a field change order. It is customary in more complex contracts to include a contingency for changes to the original contract through Field Change Orders. For contracts of less than \$1,000,000, a contingency may be included generally not to exceed 10% of the contract value, unless circumstances justify same. For contracts in excess of \$1,000,000, a contingency shall be included, but shall generally not exceed 5% of the original contract value, unless circumstances justify same.

When a contract is approved with such a contingency, the Project Manager with the concurrence of the respective Department Director or designee is authorized to approve one or more Change Orders up to the aggregate monetary value of the contingency. The contract must contain an approved contingency clause for this type of Field Change Order such as "The contract price includes a 5% or 10% (whichever is applicable) contingency amount for change orders that may be authorized at the discretion of the County."

Alternately, as a part of the project award recommendation, staff may propose an alternate amount for the level of pre-approved field Change Orders based upon the known complexity of the project; the certainty of unknown factors such as asbestos abatement or unknown conditions in rehabilitation; or other such factors for consideration by the Board.

2. Approved Change Order. Any Change Order, the cost of which exceeds the Field Change Order Threshold amount, or a Change Order which amends the scope of work or services in a significant manner, shall be considered by the County Administrator or designee. In the event a budget amendment is required, the procedures of the Office of Management and Budget shall apply to the amendment.

B. Contract Amendments. Contract amendments, other than change orders, which provide for the alteration of specifications, delivery point, time, payments, quantity, or similar provisions of a contract without changing the scope of the project, may be approved by an appropriate person based upon the dollar value of the amendment. The purchasing categories' thresholds designated in Sections 5 through 5.09 shall govern the appropriate level of approval.

Section 6.4 ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the County.

Section 6.5 RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor, which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

Section 7 RIGHTS OF BOARD OF COUNTY COMMISSIONERS

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the Board in accordance with Florida law and in the best interests of the County, to reject all bids/proposals received in response to a solicitation, to determine in its sole discretion the responsiveness and responsibility of any bidder/proposer, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when necessary and desirable for the public welfare.

Section 8 COUNTY PROCUREMENT RECORDS

- A. Procurement Files. All determinations and other records pertaining to the solicitation, award, or performance of a contract shall be maintained for the County in appropriate files by the Purchasing Director.
- B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules established by the State of Florida.

Section 9 SPECIFICATIONS

Section 9.1 MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the County's needs and shall not be unduly restrictive. This policy applies to all specifications including, but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

Section 9.2 USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

- A. Use. Brand name or equivalent specifications may be used when the Purchasing Director determines that:
 - 1. no other design, performance, or qualified product list is available;
 - 2. time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - 3. the nature of the product or the nature of the County requirements makes use of a brand name or equivalent specification suitable for the procurement; or
 - 4. use of a brand name or equivalent specification is in the County's best interests.
- B. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state that substantially equivalent products to those designated may be considered for award.
- C. Required Characteristics. Unless the purchasing agent determines that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
- D. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for

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the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

- E. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
- F. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products shall include in their bid submittal the manufacturer's specifications for those products, unless directed otherwise in the bid document. Brand names and model numbers are used for identification and reference purposes only.

Section 9.3 BRAND NAME SPECIFICATIONS

- A. Use of Brand Name Specifications. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item or items will satisfy the County's needs.
- B. Competition. The Purchasing Director or designee shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 5.10, Single and Sole Source Purchases.

Section 10 ETHICS IN PUBLIC CONTRACTING

Section 10.1 CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this Section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

Section 10.2 EMPLOYEE CONFLICT OF INTEREST

- A. Participation. It shall be unethical for any County employee to participate directly or indirectly in a procurement contract when the County employee knows that:
 - 1. the County employee or any member of the County employee's immediate family (father, mother, brother, sister, child, grandparent, or grandchild of employee or spouse) has a financial interest pertaining to the procurement contract; or
 - 2. any other person, business, or organization with whom the County employee or any member of a County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- B. Blind Trust. A County employee or any member of a County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

Section 10.3 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the County.

Section 10.4 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

Section 10.5 WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT PROHIBITION AND OTHER CONFLICTS OF INTEREST

The County Administrator may grant a waiver from the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:

- A. the contemporaneous employment or financial interest of the County employee has been publicly disclosed;
- B. the County employee will be able to perform his procurement functions without actual or apparent bias or favoritism; and
- C. the award will be in the best interest of the County.

Section 10.6 GRATUITIES AND KICKBACKS

- A. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. **Contract Clause.** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

Section 10.7 SANCTIONS

- A. **Employee Sanctions.** Upon violation of the ethical standards by an employee, the County Administrator, Purchasing Director, or other appropriate authority may:
 - 1. impose one or more appropriate disciplinary actions as defined in the County Personnel Rules and Regulations, up to and including termination of employment; and,
 - 2. may request investigation and prosecution.
- B. **Non-employee Sanctions.** The Board may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
 - 1. written warnings;
 - 2. termination of contracts; or
 - 3. debarment or suspension as provided in Section 15.

Section 10.8 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

- A. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a County employee or a non-employee may be recovered from both County employee and non-employee.
- B. Recovery of Kickbacks by the County. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 11 FEDERAL REQUIREMENTS

Section 11.1 PATENTS

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions.

- A. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or invention arising out of the contract.
- B. Notice by Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

Section 11.2 FEDERAL PUBLIC POLICY REQUIREMENTS

- A. Applicability. If a contract is being funded in whole or in part by assistance from any federal agency, either directly or as a pass-through, the contract is subject to one or more federal public policy requirements such as:
 - 1. equal employment opportunity;
 - 2. affirmative action;
 - 3. fair labor standards;
 - 4. energy conservation;
 - 5. environmental protection; or
 - 6. other similar socio-economic programs.
- B. It is the policy of the Leon County Government to obtain commodities and services efficiently and effectively in free and open competition for the Federal Grant and Aid Programs (including Federal pass-through grants such as the Community Development Block Grant) through the use of sound procurement practices. All County staff and other persons (subgrantees or contractors) with designated responsibility for the administration of Federal Grant award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to OMB Circular A-102, Attachment O; 2 CFR Part 200.317-.326; s. 255.0525, Florida Statutes; s. 287.055, Florida Statutes; s. 290.047, Florida Statutes; Chapter 73C-23, Florida Administrative Code; and, the Purchasing Policy of the Leon County Government and any subsequent revisions to any of the above laws, rules, and regulations.

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- C. The County Purchasing Policy shall govern the procurement of commodities and services for the Federal Grant and Aid Programs except as provided in this section unless otherwise required in the grant award.
1. In the event of declaration of emergency by the Chairman of the Board, the Purchasing Policy shall be suspended, and the guidelines of Federal Regulation 2 CFR Part 200 shall be utilized, to include, but not be limited to procurement thresholds.
 2. Local Preference Program is not applicable to Federally funded programs.
 3. The Tallahassee-Leon County Office of Economic Vitality's Minority, Women, and Small Business Enterprise ~~Policy Program~~ is not applicable to Federally funded programs. Instead, the following affirmative steps shall be taken and documented to ensure that these firms are used when possible:
 - a) Place qualified small, minority, and women owned businesses on solicitation lists;
 - b) Assure that small, minority, and women owned businesses are solicited when they are potential sources;
 - c) Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women owned businesses;
 - d) Establish delivery schedules, when requirements permits, which encourage participation by small, minority, and women owned business enterprises;
 - e) Use service and assistance from such organization as Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce; and
 - f) Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs a through e of this section.
 4. All procurement of commodities or services in excess of \$2,000 shall require a written agreement embodying all provisions and conditions thereof.
 5. All procurement of commodities or services in excess of \$2,000 and less than the threshold amount provided for CATEGORY TWO in s. 287.017, Florida Statutes may be entered into only after informal competition based on offers or quotes from not less than three (3) vendors, unless otherwise required in the grant or aid program.
 6. Publication of public notice for invitations to bid or requests for proposals and notification of the solicitation through distribution to potential bidders or offerors shall be required for all procurement in excess of the threshold amount provided for CATEGORY TWO in s. 287.017, Florida Statutes. The time frames in section 5.08 of this policy shall apply for the required public notice.
 7. Except as may otherwise be provided by law, procurement awards shall be made only on the basis of requirements and evaluation factors related to the price or quality of the commodities or services or to the ability of the prospective supplier or contractor to perform under the agreement. In evaluating the ability of a prospective contractor to perform, the County shall at a minimum consider the prospective contractor's record of past performance under similar federal grants.
 8. Nothing herein shall prohibit the County from utilizing a single source procurement (Section 5.10, Single and Sole Source Purchases) or procurement from another unit of government (Section 5.12, Cooperative Purchasing).
- D. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

Section 12 INSURANCE REQUIREMENTS

- A. Minimum Requirements. Contractor shall purchase and maintain such insurance as will protect it from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit plans; from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in amounts determined by the provisions of the Risk Management Policy.
- B. Certificates of Insurance. Certificates of Insurance acceptable to the County shall be filed with the Purchasing Division prior to the commencement of the work and periodically thereafter upon any renewals during the term of the contract.
- C. Change of Insurance Requirements. The Board of County Commissioners reserves the right to change the insurance requirements based on the project scope, or when determined in the best interest of the County.

Section 13 BONDS AND DEPOSITS

When any of the following bonds is (are) required, the bond(s) will be requested in the bid document. No work in connection with the fulfillment of a contract shall commence until the appropriate bond(s) is (are) accepted by the County.

Section 13.1 TYPES OF BONDS AND DEPOSITS:

- A. Combination Payment and Performance Bond - This type of bond is required for repairs, renovations, new construction, and other public works costing in excess of \$200,000. For projects less than that amount, it may be required at the discretion of the Purchasing Director or designee. When a payment and performance bond is required, the bond will be requested in the bid document. No work in connection with the fulfillment of a contract shall commence until the payment and performance bond is accepted by the County.
- B. Performance Bond - For a project of an estimated value less than \$200,000, requirement of a performance bond will be at the discretion of the Purchasing Director or designee. For projects estimated to be \$200,000 or more, such bond will be required to insure that a contract is carried out in accordance with the applicable specifications and at the agreed contract price.
- C. Payment and Material Bond - For a project of an estimated value less than \$200,000, requirement of a payment and material bond will be at the discretion of the Purchasing Director or designee. For projects estimated to be \$200,000 or more, such bond will be required to protect the County from suits for non-payment of debts, which might be incurred by a contractor's performance for the County.
- D. Warranty Bonds - At the discretion of the Purchasing Director, after consultation with user departments, a Warranty Bond may be required from a successful bidder to insure warranty provisions are fulfilled.
- E. Guaranty of Good Faith Deposit (Bid Deposit) - For projects estimated to be less than \$200,000, requirement of a bid bond will be at the discretion of the Purchasing Director or designee. For purchases where it is determined by the Purchasing Director to be in the best interest of the County, and projects estimated to be \$200,000 or more, bidders will be required to submit with their bid or proposal a guaranty of good faith deposit. When in the best interest of the County, it is recommended by the Purchasing Director and approved by the County Administrator or his designee, these requirements may be waived.
 - 1. Return of Bond. Such deposit may not be withdrawn until a specified time after the proposals are opened and awards made. The deposit of the bond shall be retained by the Finance Officer of the Board until the Purchasing Director is satisfied that the Contractor's obligations have been satisfactorily completed.

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2. Substitutes. In lieu of a surety bid bond, contractor may submit a certified check, cashier's check, or treasurer's check, on any national or state bank. Such deposits shall be in the same percentage amounts as the bond. Such deposits shall be retained by the Finance Officer of the Board until all provisions of the contract have been met.
- F. Irrevocable Letter of Credit. Upon approval of the Purchasing Director, a contractor may present an Irrevocable Letter of Credit from a national or state chartered bank in lieu of any of the foregoing bonds for the same face value as required for the bond. The letter of credit shall be for a period of time not less than three months beyond the scheduled completion date of the purchase of the contracted services or materials.
- G. Retention of Payments. The County may require the payment for a project, or a portion thereof, be withheld until the project has been completed as a method of protecting the County's interest. Retention may also be used in lieu of the above listed bonds. The solicitation documents shall specifically state if retention of any portion or all of the payment for the project is to be done.
- H. Waiver of Bonds. When it is in the best interest of the County, the bonding requirements referenced in sections A – E above may be waived when 1) it is in the best interest of the County, and 2) it is recommended by the Purchasing Director and approved by the County Administrator or his designee.

Section 13.2 AMOUNT OF BOND OR DEPOSIT

- A. Amount of Bond. Bonds or deposits, which may be required, shall normally be in the following amounts, except as provided in the following subsection B.
1. Performance Bond: 100% of contract price.
 2. Payment Bond: 100% of contract price.
 3. Payment and Performance Bond: 100% of contract price.
 4. Guaranty of Good Faith Deposit (Bid Deposit or Bond): The bid deposit will be 5% of the price bid by the vendor.
- B. Exceptions to Amount of Bond. Any of the previously listed bonds may be required at another amount recommended by the Purchasing Director and approved by the County Administrator or his designee when in the best interest of the County.

Section 13.3 PROCESSING OF BONDS AND DEPOSITS

- A. Responsibility for Securing Bonds. The contractor shall be responsible for securing the bond. Any costs may be included in the contract price.
- B. Licensure of Bonding Company. The company acting as surety for any bond issued shall be licensed to do business in the State of Florida.
- C. Review of Bonds by County Attorney. Surety bonds furnished will be reviewed by the County Attorney, who shall either accept or reject it for the Board. All surety bonds accepted shall be forwarded to the Finance Officer of the Board by the Purchasing Director to be filed in the official records of the Board.
- D. Failure to Provide Required Bond. In the event a contractor fails to provide an acceptable bond when required, within 10 days after notification, the County Attorney will be notified. Upon the recommendation of the County Attorney, the Board may declare the contract null and void, and retain in the account of Leon County any good faith deposits or guaranty which may have been submitted as liquidated damages under the terms of the solicitation.

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- E. Filing of Bonds. Bonds, when accepted, shall be forwarded to the Finance Officer of the Board and shall be filed with the applicable contract documents.
- F. Deposits. Cash deposits (cashier's check, money orders, bank drafts, etc.) of all bidders shall be forwarded to the Finance Officer of the Board for deposit to the account of the Leon County Government. Upon award of contract, the Purchasing Director or designee shall be responsible for approving the return of deposits to unsuccessful bidders.
- G. Plans and Specification Deposit/Fees. The Purchasing Director is authorized to assess reasonable deposits and/or fees, not to exceed the cost of reproduction, for plans and specifications issued as a part of invitations for bids or requests for proposals. Deposits of all bidders for plans and specifications shall be forwarded to the Finance Officer of the Board for deposit to the account of the Leon County Government. Upon award of contract, the Purchasing Director or designee shall be responsible for approving the return of refundable deposits to unsuccessful bidders. Fees are to be deposited into the account from which applicable reproduction costs are paid.

Section 14 PAYMENT TO VENDORS

It is the policy of Leon County, Florida that payment for all purchases by the County be made in a timely manner in accordance with the provisions of the "Local Government Prompt Payment Act," sections 218.70 – 218.79, Florida Statutes.

The Purchasing Director, in conjunction with the Finance Director, shall establish administrative procedures, processes, and forms necessary for the implementation and administration of payments for all contracts under the requirements of the Local Government Prompt Pay Act. In addition, the Purchasing Division shall team with the Finance Department to provide accounts payable training for project managers and other fiscal staff involved in contracts and update training as deemed necessary.

Section 14.1 PAYMENT DISPUTE RESOLUTION

- A. In the event a dispute occurs between a contractor/vendor, herein referred to as vendor, and the County concerning payment of a payment request for construction work or an invoice for goods and/or services, the vendor should first attempt to resolve the issue with the Project Manager. If the dispute cannot be resolved between the vendor and the Project Manager within two business days of the dispute first being raised, the vendor may file a formal payment dispute. Formal payment dispute resolution shall be finally determined by the County, under this procedure in accordance with Florida Statute (FS) 218.76.
- B. Definitions. These definitions are specific to Section 14.1 of this policy.
 - 1. "Project Manager" is the Leon County employee responsible for managing the contract and approving payment requests and invoices related to the payment dispute.
 - 2. "Contract Manager" is the Leon County employee within the County Purchasing Division responsible for monitoring contracts. The Contract Manager serves as Chair of the Payment Dispute Resolution Committee.
- C. Filing a Dispute. Any vendor shall file with the Contract Manager in the County Purchasing Division a formal notice of payment dispute in writing within two (2) business days of the dispute first being raised.
 - 1. The notice of payment dispute shall contain at a minimum: the name of the vendor; the vendor's address and phone number; the name of the vendor's representative to whom notices may be sent; the contract number associated with the payment dispute; and, a brief factual summary of the basis of the dispute.
 - 2. Waiver. Failure to timely file a written payment dispute shall constitute a waiver of proceedings under this section.

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3. Upon timely receipt of a formal payment dispute, the Contract Manager shall provide the vendor with acknowledgement of receipt, will notify the Payment Dispute Resolution Committee, and will coordinate with all parties to establish the date and time for a Payment Dispute Resolution Proceeding.

D. General Provisions

1. Time Limits. Proceedings to resolve the dispute shall be commenced not later than 45 calendar days after the date on which the payment request or proper invoice (as specified in the contract document) was received by the County and shall be concluded by final decision of the County not later than 60 calendar days after the date on which the payment request or proper invoice was received by the County.
2. Protest. Dispute resolution procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding, which prohibits a court from deciding de novo any action arising out of the dispute.
3. Interest. If the dispute is resolved in favor of the County, then interest charges shall begin to accrue 15 calendar days after the County's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.
4. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

E. Payment Dispute Resolution Proceeding Process

1. All formal payment disputes shall be presented to the Payment Dispute Resolution Committee. The committee shall be comprised of the Contract Manager, Purchasing Director, and appropriate Division Director for the County or their designees.
2. Within three (3) business days of timely receipt of a formal notice of payment dispute, the Contract Manager shall schedule a proceeding before the Payment Dispute Resolution Committee to include all substantially affected persons or businesses, including the vendor and County project manager. Non-appearance by the vendor shall constitute a forfeiture of proceedings with prejudice.
3. At or prior to the dispute proceeding, the vendor and project manager, may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the payment dispute.
4. In the proceeding, the vendor and project manager, or his representative or counsel, may also make an oral presentation of his evidence and arguments. Further, only reasonable direct and cross-examination of witnesses shall be permitted, at the discretion of the Chairman of the Payment Dispute Resolution Committee. The members of the Payment Dispute Resolution Committee may make whatever inquiries they deem pertinent to a determination of the dispute.
 - a) The judicial rules of evidence shall not strictly apply; however, witnesses shall be sworn, and any testimony taken under oath and, the members of the Payment Dispute Resolution Committee shall base their decision on competent, substantial evidence. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.
 - b) Within three business days of the conclusion of the proceeding, the Payment Dispute Resolution Committee shall render a decision. The Payment Dispute Resolution Committee decision shall be reduced to writing and provided to the vendor and the County project manager. The decision of the Payment Dispute Resolution Committee shall be final and conclusive for all disputes valued less than \$100,000.
 - c) For those disputes valued above \$100,000, the Payment Dispute Resolution Committee shall file a Recommended Agency Order for approval by the County Administrator or his designee.

Section 15 AUTHORIZATION TO DEBAR OR SUSPEND VENDOR(S)

- A. Suspension. After consultation with the County Attorney, the Purchasing Director is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity, which might lead to debarment. The suspension shall be for a period not to exceed three (3) months, and the Purchasing Director shall immediately inform the Board and provide notice to the affected person.
- B. Debarment. After reasonable notice and a reasonable opportunity for the suspended person to be heard, the Board shall either disbar such person or terminate the suspension. The debarment should be for a period of not more than three (3) years.
- C. Causes for Debarment. The causes for debarment include:
1. entry of a plea of guilty, no contest, or nolo contendere to or conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. violation of contract provisions, as set forth below, of a character which is regarded by the Board to be so serious as to justify debarment action:
 - a) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
 5. having been adjudicated guilty of any violation by the Leon County Contractor's Licensing Board, or the State of Florida Construction Industry Licensing Board within the past twelve (12) month period at the time of bid submittal;
 6. having been adjudicated guilty by the Leon County Code Enforcement Board of any violation of an environmental ordinance within the past six (6) month period at the time of bid submittal; and
 7. any other cause the Purchasing Director or Board determines to be as serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity.
- D. Notice of Decision. The Purchasing Director shall issue a written notice to the person of the decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial or administrative review. The written decision shall be mailed or otherwise furnished immediately to the debarred or suspended person.

Section 15.1 APPEAL OF DECISION TO DEBAR OR SUSPEND

The Board's decision to debar or suspend a person or business shall be final and conclusive, unless the debarred person commences a timely action in court in accordance with applicable law.

PART B: MINORITY WOMEN AND SMALL BUSINESS ENTERPRISE PROGRAM

Section 1 — MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISE PROGRAM

A. ~~Purpose. The purpose of the Minority and Women-Owned Business Enterprise and Small Business Enterprise (MWSBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises and small business enterprises in a competitive environment.~~

B. ~~Definitions. These definitions are specific to Part 2 of this policy.~~

- ~~1. "Affiliate" or "Affiliation" — Shall mean when Eligible Owner either directly or indirectly controls or has the power to control the other; a third party, or parties, controls or has the power to control both; or other relationships between or among parties exist such that affiliation may be found. A business enterprise is an Affiliate of an Eligible Owner when the Eligible Owner has possession, direct or indirect of either: (i) the Ownership of or ability to direct the voting of as the case may be more than fifty percent (50%) of the equity interest, value or voting power of such business, or (ii) the power to direct or cause the direction of the management and policies of such business whether through the Ownership of voting securities by contract or otherwise. In determining whether a business is an Affiliate with another business or with an Owner, consideration shall be given to all appropriate factors including but not limited to common Ownership, common management, contractual relationship and shared facilities.~~
- ~~2. "Applicant" — Shall mean a Person who has submitted a Certification Application to the MWSBE Division for Certification consideration.~~
- ~~3. "Aspirational Targets" — Shall mean the percentage or dollar level targeted for the minimum level of MBE, WBE, or SBE participation for a particular procurement opportunity.~~
- ~~4. "Bidder" — Shall mean, unless otherwise stated, a party responding to an invitation for bid, or other form of a procurement opportunity.~~
- ~~5. "Business Categories" shall include and shall have the following meaning:~~
 - ~~a) "Architecture & Engineering" — Shall mean architectural or engineering services provided by an appropriately licensed professional architect or engineer, or by a professional architectural or engineering firm, related to architectural or engineering services.~~
 - ~~i. "Architecture" — When provided by an appropriately licensed architect or architectural firm that employs appropriately licensed architects, "architecture" shall mean the rendering or offering to render services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding such structures. These services include planning, providing preliminary study designs, drawings and specifications, job site inspection, and administration of construction contracts.~~
 - ~~ii. "Engineering" — "Engineering" shall include the term "professional engineering" and, when provided by an appropriately licensed "professional engineer", "licensed engineer", or an engineering firm that employs appropriately licensed professional or licensed engineers, "engineering" shall mean any service or creative work, the adequate performance of which requires engineering education, training, and experience in the application of special knowledge of the mathematical, physical, and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning, and design of engineering works and systems, planning the~~

~~use of land and water, teaching of the principles and methods of engineering design, engineering surveys, and the inspection of construction for the purpose of determining in general if the work is proceeding in compliance with drawings and specifications, any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic, or thermal nature, insofar as they involve safeguarding life, health, or property; and includes such other professional services as may be necessary to the planning, progress, and completion of any engineering services.~~

- ~~b) "Construction" — Shall mean services that include the building, attaining, repairing, improving, or demolishing any public structure or building, or other public improvement of any kind to any public real property. It does not include routine operation, routine repair, or routine maintenance of existing buildings or facilities.~~
- ~~e) "Professional Services" — Shall mean any service provided by a person or firm that is of a professional nature, with special licensing, educational degrees, and unusual or highly specialized expertise. Examples include, but are not limited to Financial Services, Legal Services, Medical Services, and Advertising/Marketing Services. "Professional Services" does not include "Architecture & Engineering," which is previously separately defined herein.~~
- ~~d) "Other Services" — Shall mean any service that is labor intensive and not professional or construction related. Examples include, but are not limited to maintenance services, janitorial services, lawn services, employment services, and printing services.~~
- ~~e) "Materials and Supplies/Purchases" — Shall mean the equipment and consumable items purchased in bulk, or deliverable products. Examples of such include, but are not limited to equipment and parts, chemicals, and paper products.~~
- ~~6. "Certification" — Shall mean the verification that a business meets all of the eligibility criteria for participation in the MWSBE Program as a SBE and/or a MBE or WBE.~~
- ~~7. "Certification Application" — Shall mean the forms and documents an Applicant must complete to be considered for Certification.~~
- ~~8. "Commercially Useful Function" — Shall mean a business that: (a) is responsible for the execution of a distinct element of work or services; (b) carries out its obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business, services and function; and (d) is not further Subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A Contractor, Subcontractor, Vendor or Supplier shall not be considered to perform a Commercially Useful Function if the Contractor's, Subcontractor's, Vendor's or Supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MWSBE participation.~~
- ~~9. "Contract" — Shall include any agreement, regardless of what it may be called, between the County and a Person to provide or procure labor, materials, supplies, or services to, for, or on the behalf of the County.~~
- ~~10. "Contractor" — Shall mean any person, firm, or legal entity that has entered into a Contract with the County or any of its contracting agencies.~~
- ~~11. "Control" — Shall mean the Applicant Owner(s) actually exercise control over the business' operations, work, management, and policy. Indication of such control are set forth as follows:
 - ~~a) Applicant Owner(s) must demonstrate the ability to make unilateral and independent business decisions as needed to guide the future and destiny of the business, and their business must not be subject to any~~~~

~~formal or informal restrictions that limit the customary discretion of such Applicant Owner(s). There can be no restrictions through corporate provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Applicant Owner(s) from making any business decision of the firm without the cooperation or vote of another entity or Person that is not an Applicant Owner(s) or who would not be eligible for the MWSBE Program.~~

- ~~b) The Applicant Owner(s) must control the day-to-day operations of the business in the critical area(s). Administrative responsibilities alone are not sufficient to prove control. The Applicant Owner(s) may delegate various areas of the management or daily operations of the business to persons, who would not qualify to be MWSBEs or who are not Applicant Owners, only if such delegation is typical in the industry for such business and such delegation is revocable.~~
 - ~~c) The Applicant Owner(s) must have an overall understanding of, and managerial and technical competence, experience and expertise, directly related to the business' operations and work.~~
- ~~12. "County" Shall mean Leon County, Florida~~
 - ~~13. "County Facilities" Shall mean County buildings and other buildings and structures owned, leased, or used by the County or its contractors, assignees, lessees and licensees.~~
 - ~~14. "Front" Shall mean a business that intentionally and/or falsely holds itself out as a business that is Controlled and Owned at least 51% by a Minority(ies), a Woman or Women, when in fact it is not.~~
 - ~~15. "Good Faith Committee" Shall mean a standing committee whose purpose is to determine the validity of a Bidder's Good Faith Efforts to meet Aspirational Targets, as it relates to MWSBE participation for a procurement opportunity, when a Bidder with Subcontracting and/or Supplier opportunities fails to meet the Aspirational Targets, and the MWSBE Director has determined that the Bidder has not made Good Faith Efforts.~~
 - ~~16. "Good Faith Efforts" Shall mean efforts exercised by a Bidder in good faith to meet Aspirational Targets for MWSBE participation as a Subcontractor or Supplier, as may be relevant to the particular bid or RFP. The Bidder can demonstrate that it has made a Good Faith Effort by meeting the Aspirational Targets, or by demonstrating it has made reasonable efforts to do so, such as in person, written, telephone, electronic communication, contact with certified MWBE's, provisions of plans or specifications to MWBE's, or outreach efforts with MWBE's.~~
 - ~~17. "Independent" Shall mean a business whose viability does not depend on its relationship with another firm. Recognition of an Applicant business as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a business is independent. Considerations of such independence include: (i) relationships with other businesses in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources; (ii) whether present or recent family, or employer/employee relationships compromise the Applicant Owner(s)' independence; and (iii) whether the Applicant Owner(s)' exclusive or primary dealings with a prime contractor compromises the Applicant Owner(s)' independence.~~
 - ~~18. "Joint Venture" Shall mean a legal organization that takes the form of a short term partnership in which the parties jointly undertake for a transaction, for which they combine their property, capital, efforts, skills, and knowledge. Generally, each party shall contribute assets and share risks. Joint Ventures can involve any type of business transaction and the parties involved can be individuals, groups of individuals, companies, or corporations.~~
 - ~~19. "Local Market" Shall mean the geographical area consisting of the following Florida counties: Leon, Gadsden, Jefferson, and Wakulla.~~
 - ~~20. "Majority Ownership" or "Majority Owner" Shall mean owning no less than 51% of a business enterprise.~~

- ~~21. "Minority Business Enterprise" (MBE) – Shall mean a business whose MBE Certification is recognized, current, and accepted by Leon County's MWSBE Program.~~
- ~~22. "Minority Person" or "Minority" – Shall mean an individual who is a citizen of the United States, or a lawfully admitted permanent resident, and who identifies himself or herself as being African, Hispanic, Asian, American Indian, Alaskan Native, and American Aleut descent.
 - ~~a) "African American" – Which shall mean all persons having origins from Africa~~
 - ~~b) "Hispanic American" – Which shall mean all persons having origins from a Hispanic country.~~
 - ~~c) "Asian American" – Which shall mean all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.~~
 - ~~d) "American Indian", "Alaskan Native" and "American Aleut" – Which shall mean all persons having origins in any of the original people of North America~~~~
- ~~23. "Minority, Women and Small Business Enterprise" (MWSBE) – Shall refer jointly to MBE, WBE and SBE, or any combination thereof.~~
- ~~24. "MWSBE Director" – Shall mean the Director of Leon County's MWSBE Division and manager of the MWSBE Program.~~
- ~~25. "MWSBE Program" – Shall mean the programs and efforts set forth by Leon County under the provisions of this policy, either directly or through partners, to enhance participation in County procurements to achieve parity for MBEs, WBEs, and SBEs.~~
- ~~26. "Owner" or "Ownership" – Shall mean the person(s) who own(s) a business.~~
- ~~27. "Parity" – Shall mean the utilization of MBEs and WBEs for County Contracting and procurements in a share equal to the availability of MBEs and WBEs in the Local Market who are willing, able and available to perform the services and provide the goods being Contracted or procured.~~
- ~~28. "Participation Plan" – Shall mean the response provided by the Bidder as a part of their bid or proposal and which provides the detailed information in response to the Aspirational Targets contained in the invitation to bid or request for proposals.~~
- ~~29. "Person or Party" – Shall mean one or more individuals, partnerships, associations, organizations, trade or professional associations, corporations, public corporations, cooperatives, legal representatives, trustees, trustees in bankruptcy and receivers, or any group of persons; it includes any owner, lessee, proprietor, manager, agent or employee, whether one or more individuals, and further includes any department, office, agency or instrumentality of the County.~~
- ~~30. "Prime Contractor" – Shall mean a person or firm who is qualified and responsible for the entire project contracted, who may have one or more Subcontractors.~~
- ~~31. "Purchasing" or "Procurement" – Shall mean the buying, renting, leasing or otherwise obtaining or acquiring any goods, supplies, materials, equipment, or services.~~
- ~~32. Respondent – The Person or Party who responds to a request for proposal or a request for qualification.~~
- ~~33. "Small Business Enterprise" (SBE) – Shall mean a business whose SBE Certification is recognized, effective and accepted by Leon County's MWSBE Program.~~

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- ~~34. "Small Business Enterprise Program" (SBE Program) — Shall mean those components of the MWSBE Program that targets increased participation of SBEs in the County's procurements, including the coordination with other entities and agencies that assist small businesses through various means such as education and networking.~~
- ~~35. "Subcontract" — Shall mean any agreement, arrangement, or understanding, written or otherwise, between a Contractor and any Party (in which the parties do not stand in relationship of employer and employee) which assigns some of the obligations of the Contract:~~
- ~~a) — For the furnishing of supplies or services or for the use of real personal property; including lease arrangements which, in whole or in part, is/are utilized in the performance of one or more Contracts with the County; or~~
 - ~~b) — Under which any portion of the Contractor/Vendor's obligation under one or more Contracts with the County is performed, undertaken, or assumed.~~
- ~~36. "Subcontractor" — Shall mean any Party performing work for a Prime Contractor engaged by Leon County under a Contract with a Contractor.~~
- ~~37. "Supplier" — Shall mean a business that furnishes needed items to a Contractor, and (i) is either involved in the manufacture or distribution of the supplies or materials; or (ii) otherwise warehouses and ships the supplies.~~
- ~~38. "Vendor" — Shall mean a business that sells goods or services.~~
- ~~39. "Woman" or "Women" — Shall mean an American woman who has not self-identified, within the definition of this Section, as a Minority Person or Minority.~~
- ~~40. "Women Business Enterprise" (WBE) — Shall mean a business whose WBE Certification is recognized, effective and accepted by Leon County's MWSBE Program.~~

~~C. — Administrative Authority, Powers and Duties~~

- ~~1. — The provisions of the MWSBE Program shall be administered and enforced by the MWSBE Director.~~
- ~~2. — The MWSBE Director's powers and duties include the following:~~
- ~~a) — Establish written procedures to implement the MWSBE Program, including the Certification of businesses as SBEs, MBEs and WBEs;~~
 - ~~b) — Assess the Certification of applications for the MWSBE program, and coordinate Certifications with partner agencies;~~
 - ~~c) — Maintain a database of MWSBEs and provide assistance to County departments and divisions in identifying MWSBEs for anticipated procurements;~~
 - ~~d) — Provide information and assistance to MWSBEs to assist them with increasing their ability to compete effectively for the award of County solicitations for procurements;~~
 - ~~e) — Apprise SBEs, MBEs and WBEs of opportunities for technical assistance and training;~~
 - ~~f) — Identify and work to eliminate barriers that inhibit MWSBE participation in the County's procurement process;~~
 - ~~g) — Establish realistic MBE and/or WBE Aspirational Targets for specific procurements;~~
 - ~~h) — Establish realistic Aspirational Targets and identify procurement opportunities for competition among SBEs;~~

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- ~~i) Monitor the utilization of MWSBEs and the progress of the MWSBE Program to ensure that MWSBEs have opportunities to participate in the County's procurement of goods and services, and report on the progress of the MWSBE Program at least annually;~~
- ~~j) Implement mechanisms and procedures for monitoring utilization of MWSBEs in accordance with Contract requirements; and,~~
- ~~k) Perform outreach by networking with state and local governments, nonprofit organizations, professional and trade organizations and participate in conventions and seminars sponsored and widely attended by small, minority, and women business owners.~~

~~3. All Departments and Divisions under the jurisdiction of the Leon County Government are responsible for assisting in the implementation of the MWSBE Program.~~

~~D. The Tallahassee Leon County MWSBE Citizens Advisory Committee shall monitor the progress of the MWSBE Program toward achieving program performance goals established by the Leon County Government. The Committee may be requested to review and provide MWSBE policy alternatives, as well as provide programmatic recommendations relative to seeking resolution of disputes regarding Certification and Good Faith Efforts. There are eleven members: four appointed by the County Commission, four appointed by the City Commission, and one nominated appointee each from the Big Bend Minority Chamber of Commerce, Capital City Chamber of Commerce, and the Greater Tallahassee Chamber of Commerce. Members serve two year terms with vacancies being filled for the remainder of a term; and, reappointments will be limited to three consecutive terms. The Committee shall be chaired by a Chairperson nominated and elected by the members of the Committee. A quorum of the membership shall be required to conduct any meeting of the Committee. All meetings shall be noticed, open to the public and minutes of any such meeting shall be recorded.~~

~~E. Aspirational Targets~~

~~1. The Aspirational Targets (Part 2, Section 1, Table 1) were identified through the October 15, 2009 Disparity Study Update performed by MGT America and accepted by the Leon County Board of County Commissioners on October 27, 2009.~~

Part 2, Section 1, Table 1- Aspirational Targets		
Procurement Category	Aspirational MBE Target	Aspirational WBE Target
Construction Prime Contractors	8%	5%
Construction Subcontractors	17%	9%
Architecture & Engineering	12%	14%
Professional Services	7%	15%
Other Services	10%	8%
Materials and Supplies	1%	6%

~~2. The Aspirational Targets for individual bids/RFPs may be higher or lower than the participation levels identified in Section 16, Table 1, and should reflect realistic M/WBE availability for the particular project.~~

~~3. Aspirational Targets are considered to be the minimum level of MBE, WBE, and/or SBE participation expected for a particular procurement. Aspirational Targets are considered to be targets set to achieve participation levels commensurate with available businesses, and for which there are opportunities for exemptions based upon Good Faith Efforts.~~

~~4. Aspirational Targets shall be reasonable (with consideration given to Subcontracting opportunities and the availability of MBEs, WBEs, or SBEs in the Market Area, that are capable of performing the work).~~

~~5. Aspirational Targets may not be appropriate when Subcontracting is not reasonable or permitted.~~

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- ~~6. In cases where it is not reasonable to set Aspirational Targets, the MWSBE Director may encourage MWSBE participation through Bidder's purchase of goods or services from MWSBEs, consistent with the Aspirational Targets, or provide for any combination thereof.~~
- ~~7. Aspirational Targets shall apply to all Bidders, including MBE, WBE, and SBE Bidders. However, if a bidder is MBE or WBE certified, then the aspirational target for subcontracting in that category shall be deemed fulfilled. All other aspirational targets will apply.~~
- ~~8. Only the dollars expended with certified MWSBE firms shall be considered toward satisfying the Aspirational Targets.~~
- ~~9. In an effort to meet Aspirational Targets, Departments and Divisions under the jurisdiction of the Leon County Government shall cooperate with the MWSBE Division and make every reasonable effort, consistent with Board policy, to utilize MWSBEs when available. The MWSBE Director shall coordinate and promote the process by taking active steps to encourage full participation of Certified, capable, and competitive MBE, WBE, and SBE businesses and by keeping staff informed of MWSBE availabilities.~~
- ~~10. The MWSBE Director shall annually evaluate relevant expenditure and contracting data to determine the performance and progress of the MWSBE Program.~~

~~F. Special Consideration for MBEs, WBEs and SBEs For contracts of \$100,000 or less, where there is a disparity of 1% or less between the total of the base bid and all recommended alternates of a 100% owned and operated MBE, WBE or SBE and the apparent lowest bid which is from a business that is not a MBE, WBE or SBE, and all other purchasing requirements have been met, the Contract may be awarded to the MBE, WBE or SBE to help achieve Aspirational Targets, where otherwise permissible.~~

~~G. Setting and Meeting Aspirational Targets~~

- ~~1. Project Review and Setting Aspirational Targets The MWSBE Director, a Purchasing representative and an appropriate division or department representative shall review each proposed project or bid to determine the potential for Subcontracting and for utilizing MWSBEs, considering the scope of work, available and capable MWSBEs to potentially perform the work, and opportunities for multiple bids. Such reviews may be held as a group, via e-mail, telephone, etc. Based upon these and other reasonable factors, the MWSBE Director or designee shall determine the recommended Aspirational Targets.
 - ~~a) If the recommended Aspirational Target is lower than the applicable participation level(s) identified in Section 16, Table 1:
 - ~~i. The MWSBE Director shall notify the County Administrator of the recommendation Aspirational Target and provide reasons for such recommendation.~~
 - ~~ii. The County Administrator shall then advise the Leon County Board of County Commissioners, typically through an e-mail to each Commissioner. Commissioners shall be given five (5) business days to ask the County Administrator to delay the issuance of the Bid/RFP and request an agenda item regarding the recommended Aspirational Target.~~
 - ~~iii. If no Commissioner requests an agenda item regarding the recommended Aspirational Target within the five business day time period, the recommended Aspirational Target shall stand, and staff is authorized to release the Bid/RFP.~~~~
 - ~~b) The notification process previously outlined does not apply when the recommended Aspirational Target is equal to or greater than the applicable participation level(s) identified in Section 16, Table 1.~~~~
- ~~2. Notice to Potential Bidders
 - ~~a) Language regarding the MWSBE Program policy and Aspirational Targets will be included into each bid and request for proposal package specifications to inform prospective Bidders of the requirement~~~~

- to make good faith efforts to utilize MWSBEs, as appropriate to the particular procurement.
- b) ~~Plans and specifications will be made available to the MWSBE Director by the Purchasing Division or originating division for review by potential MWSBE Bidders.~~
3. ~~Participation Plans (Submitting and Changing) – Bidders shall submit a Participation Plan when the procurement opportunity contains Aspirational Targets. Such Participation Plans shall identify the MBEs, WBEs and SBEs to be utilized, their percentage of utilization, and the Commercially Useful Functions they will be providing, consistent with the commodities or services for which they are Certified to provide.~~
- a) ~~Unless otherwise approved by the Board, no Bidder that will be Subcontracting will be awarded a bid or proposal that contained Aspirational Targets until the Bidder has provided a Participation Plan detailing the utilization of MWSBEs (as applicable to the Aspirational Targets for the procurement); the Participation Plan has been analyzed by the MWSBE Director; such analysis is provided to the Board through an agenda item; and the proposed Contract is approved by the Board.~~
4. ~~Good Faith Efforts required Proposing Prime Contractors (including Joint Ventures) to Meet Aspirational Targets~~
- a) ~~Bidders responding as a Prime Contractor (including Joint Ventures) shall demonstrate that they made Good Faith Efforts to meet Aspirational Targets.~~
- b) ~~All Bidders, including MBEs, WBEs, or SBEs, shall either meet the Aspirational Targets or demonstrate in their bid or RFP response the Good Faith Efforts they made, such as:~~
- i. ~~Advertising for participation by MWSBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared—or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWSBEs referred to the Bidder by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.~~
 - ii. ~~Documentation indicating that the bidding Prime Contractor provided ample time for potential MBE, WBE and SBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE, WBE and SBE Vendors as applicable to the Aspirational Target.~~
 - iii. ~~Contacting MBEs, WBEs, and SBE Vendors who provide the services needed for the bid or proposal, including a list of all MWSBEs that were contacted and the method of contact.~~
 - iv. ~~Contacting the MWSBE Division for a listing of available MWSBEs who provide the services needed for the bid or proposal, including a list of those MWSBEs who were contacted regarding their participation.~~
 - v. ~~Document follow up telephone calls with potential MWSBE Subcontractors encouraging their participation.~~
 - vi. ~~Allowing potential MWSBE Subcontractors to review bid specifications, blueprints and all other bid/RFP related items at no charge to the MWSBEs.~~
 - vii. ~~Contacting the MWSBE Division, no less than five (5) business days prior to the bid/RFP deadline, regarding problems they are having in reaching the Aspirational Targets.~~
 - viii. ~~Other documentation indicating their Good Faith Efforts to meet the aspirational targets.~~
- e) ~~Prime Contractors will negotiate in good faith with interested MWSBEs, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWSBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBEs seeking subcontracting opportunities.~~

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~~5.— Good Faith Committee~~

- ~~a) — Should the MWSBE Director determine that a Bidder with Subcontracting and Supplier opportunities has not made Good Faith Efforts to meet the Aspirational Targets the MWSBE Director shall refer the matter to the Good Faith Committee.~~
- ~~b) — The Good Faith Committee shall include the County Administrator or designee, serving as Chair, the Purchasing Director or designee, the Chair of the MWSBE Citizens Advisory Committee or designee, and may include others appointed at the discretion of the County Administrator or the County Administrator's designee.~~
- ~~c) — The Good Faith Committee shall make a formal determination, based on a simple majority vote, as to whether the proposing Prime Contractor made Good Faith Efforts to reach the Aspirational Targets, with each member of the Good Faith Committee having an equal vote in making such determination.~~

~~6.— The Participation Plan for a specific project and the Contractor's commitment to carry out the program shall become a part of the Contract.~~

~~7.— Joint Ventures To determine whether the Joint Venture is given credit as such for meeting Aspirational Targets:~~

- ~~a) — The Joint Venture shall demonstrate that at least one partner to the Joint Venture is a MBE, WBE or SBE, as applicable to the Aspirational Target, and that such partner is responsible for a clearly defined portion of the work to be performed, will be performing a Commercially Useful Function under the Contract, and shares in the Ownership, Control, management, responsibilities, risks, and profits of the Joint Venture.~~
- ~~b) — Such demonstration shall be verified by pertinent documents and sworn statements and may be reviewed by the MWSBE Division at the time a bid, proposal, or reply is submitted, or prior to the award of a bid, proposal or Contract.~~
- ~~c) — For the purpose of tentatively awarding credit towards a Bidder meeting Aspirational Targets, the MWSBE Division may consider a proposed partnership, that is not yet legally formed, and which appears in all matters except legal formation as a joint venture. However, such partnership shall become a legal Joint Venture organization prior to entering into a Contract and failure to form such legal Joint Venture organization shall result in the loss of such proposed Contract.~~
- ~~d) — The MWSBE Division may award credit towards a Bidder meeting Aspirational Targets a portion of the total dollar amount of a proposed Contract equal to the percentage of the Ownership and Control held by the qualifying MBE, WBE, and SBE partners (as applicable to the Aspirational Targets) in the Contracting Joint Venture.~~

~~H.— Responsibilities of Persons Seeking Participation as a MBE, WBE or SBE Contractor or Subcontractor~~

- ~~1.— Persons seeking to participate as a MBE, WBE or SBE Contractor or Subcontractor shall complete the MWSBE certification process managed by the Leon County MWSBE Director, or assure that they have Certification that is accepted by the MWSBE Division, for the scope of work for which they are proposing to perform.~~
- ~~2.— Persons seeking to participate as a MBE, WBE or SBE Contractor or Subcontractor shall attend pre-bid conferences to obtain information and technical assistance on projects and procedures in which they may be interested in bidding, or in which they may be interested in participating as a Subcontractor.~~

~~I.— Contract Management~~

- ~~1.— Changing Subcontractors A Prime Contractor who determines that an MWSBE named in their bid or proposal submittal is unavailable or cannot perform the work, shall request a change order to modify their Participation~~

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~~Plan:~~

- ~~a) — Such changes require the prior written concurrence of the MSWBE Division, which shall be based on reasonable considerations such as:
 - ~~i. — The Prime Contractor has provided the MWSBE Division with documentation regarding the current MWSBE's poor work performance and measures the Prime Contractor has taken to improve the MWSBE's performance.~~
 - ~~ii. — The Prime Contractor has worked with the MWSBE Division and County staff without success to improve the MWSBE's performance.~~~~
- ~~b) — The MWSBE Division shall consult with the Prime Contractor and the County's technical staff and project manager prior to approve or disapprove the Prime Contractor's proposed substitution.~~
- ~~c) — Prime Contractors who substitute Subcontracted MWSBEs without the prior written approval by the MWSBE Division may be subject to actions for breach of contract, and dollars spent with the unauthorized MWSBE may not be credited towards meeting the Aspirational Targets, with the Prime Contractor remaining responsible for meeting the Aspirational Targets provided for by the Contract.~~

~~2. — Monitoring Contracted Utilization and Failure to Meet Contracted Utilization~~

- ~~a) — The MWSBE Division will monitor the level of MWSBE utilization by Prime Contractors. If a Contractor is having difficulties meeting the contractual MWSBE Aspirational Targets, the MWSBE Division will help the Contractor identify additional potential MWSBE sub-contractors and/or suppliers.~~
- ~~b) — If a Contractor's MWSBE participation falls below that provided for in their Contract, then the Contractor may be in breach of their contract. The MWSBE Division shall investigate whether it appears that a breach of contract has occurred. Upon a determination by the MWSBE Director that it appears a breach has occurred, the County Attorney's office will be contacted, and payments under the Contract may be immediately suspended. The County Attorney's office shall be fully involved throughout this process. Based upon guidance from the County Attorney's office, the findings and determination of the MWSBE Director, in conjunction with the County Attorney's office, may be forwarded to the Good Faith Committee for a determination as to whether the Contractor made a Good Faith Effort to comply with the requirements of the Contract, or take other appropriate actions.~~

~~3. — Suspension — Contractors found in breach of their Contract may be suspended from bidding on and/or participating in any future County contracts for up to three (3) years as provided in Section 15 of the Purchasing Policy.~~

~~4. — Reporting — Prime Contractors with MWSBE participation shall submit a monthly report, not less frequently than monthly, and in a form and manner prescribed by the MWSBE Division, which may include items, such as the invoices submitted to the County, payments received, and payments made to each MBE, WBE, and SBE as a part of each project.~~

~~5. — Payments — Contracts and purchase orders shall contain the payment schedule. An MBE, WBE or SBE may seek expedited payment in case of hardship by notifying the MWSBE Director or Purchasing Director, and in such cases, the County may provide expedited payments when determined to be reasonably necessary, provided all work or services have been satisfactorily performed.~~

~~6. — On-Site Monitoring — The MWSBE Division may perform on-site monitoring of MWSBE utilization on County projects. Monitoring may consist of scheduled or unscheduled project site visits. This does not exclude Contract monitoring expected by other County staff responsible for the project in the performance of their regular duties.~~

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J. ~~Certification Criteria~~

~~For Certification as a MBE, WBE or SBE, the Applicant must meet all of the following Criteria as noted; businesses may be Certified as a: (1) MBE; (2) WBE; (3) SBE; (4) MBE/SBE; or (5) WBE/SBE:~~

MBE, WBE and SBE Certification Eligibility Criteria			
	Type of Certification (must meet ALL marked criteria)		
	MBE	WBE	SBE
Majority Owner(s) must be a Minority or Minorities who manage and Control the business. In the case of a publicly owned business, at least 51% of all classes of the stock, which is owned, shall be owned by one or more of such persons.	X		
Majority Owner(s) must be a Woman or Women who manage and Control the business. In the case of a publicly owned business, at least 51% of all classes of the stock, which is owned, shall be owned by one or more of such persons.		X	
Majority Ownership in the business shall not have been transferred to a woman or minority, except by descent or a bona fide sale within the previous 2 years.	X	X	
Majority Owner(s) must reside in Leon, Gadsden, Jefferson, or Wakulla County Florida.	X	X	X
Majority Owner(s) must be a United States citizen or lawfully admitted permanent resident of the United States.	X	X	X
Business must be legally structured either as a corporation, organized under the laws of Florida, or a partnership, sole proprietorship, limited liability, or any other business or professional entity as required by Florida law.	X	X	X
Business must be Independent and not an Affiliate, Front, façade, broker, or pass through.	X	X	X
Business must be a for-profit business concern.	X	X	X
Business must be currently located within the Market Area.	X	X	X
Business must have all licenses required by local, state, and federal law.	X	X	X
Business must currently be licensed and engaging in commercial transactions typical of the field, with customers in the Local Market Area other than state or government agencies, for each specialty area in which Certification is sought. Further, if a Supplier, business must be making sales regularly from goods maintained in stock.	X	X	X
Business must have expertise normally required by the industry for the field for which Certification is sought.	X	X	X
Business must have a net worth no more than \$2 million.	X	X	X
Business must employ 50 or fewer full- or part-time employees, including leased employees.	X	X	X
Annual gross receipts on average, over the immediately preceding three (3) year period, shall not exceed: -For businesses performing Construction—\$2,000,000/year. -For businesses providing Other Services or Materials & Supplies—\$2,000,000/year. -For businesses providing Professional Services—\$1,000,000/year.	X	X	X
Business must have been established for a period of one (1) calendar year prior to submitting its application for SBE certification.			X
Business must have a record of satisfactory performance on no less than three (3) projects, in the business area for which it seeks certification, during the past 12 calendar months.			X

~~K. Certification and Recertification Process~~

~~1. Application~~

- ~~a. Persons seeking Certification shall complete a Certification Application, which provides the MWSBE Division with information regarding the name and address of the company and its owner(s), the gender/race of the Owner(s), a listing of the type of commodities/services it provides, the Vendor's work/contract history and past earnings, and other relevant information necessary for the determination of Certification eligibility.~~
- ~~b. Certification Application attachments, such as "Proof of Ownership" with the Applicant's name listed on it, a copy of the applicant's most recent pictured identification also indicating race and gender (if seeking MBE or WBE Certification), the most recent financial statements for the company, as well as the other required documents listed on the Certification Application, shall accompany the completed and notarized Certification Application. Copies of MWSBE Certifications(s) from other governmental agencies shall also be included, where applicable.~~

~~2. Application Evaluation Period~~—The MWSBE Division shall review, evaluate, and make a determination as to whether an Applicant is certifiable within 30 days of receipt of a complete Certification Application, with all applicable attachments.

~~3. Certification Approvals~~—If the Applicant is deemed certifiable, they will be notified of their Certification approval in writing through a letter of Certification and a certificate, which indicates the expiration date of their certification.

~~4. Certification Denials~~—If an Applicant who has submitted a Certification Application is determined not certifiable based on information provided on the Certification Application, including attachments, or as a result of the MWSBE Division's investigation and research, the Certification Application will be denied. Submission of fraudulent information, by or on the behalf of the Applicant as part of the Certification process, is grounds for Certification denial. The Applicant will then be notified in writing of the denial of their Certification. Such official denial notification shall include notice to the Applicant of their right to appeal their denial and of the appeal process.

~~5. Appeals of Certification Denials~~—An Applicant may appeal their Certification denial by presenting written notice of their appeal to the MWSBE Director within 10 business days after the Applicant's receipt of the Certification denial. An appeal of a Certification denial will be heard by the MWSBE Citizen Advisory Committee. Upon receipt of the notice of appeal of a Certification denial, the MWSBE Director shall convene a meeting of the Committee to review the denial of the application for Certification. The Committee shall review all documentation prepared by the MWSBE Division or submitted by the Applicant prior to the time the committee convenes. The Committee shall not receive any new evidence and may make whatever relevant inquiry necessary to render a decision on the appeal. The Committee shall review the relevant evidence submitted and determine whether the Application for MWSBE Certification meets the specific criteria provided in Policy 96-1. The decision of the Committee shall be upon majority vote of the Committee and shall be based upon competent substantial evidence. Within five (5) business days of the decision of the Committee, the Chairman shall reduce to writing the decision of the Committee, which shall set forth a statement of the relevant facts and application of the Policy to the facts supporting the decision of the Committee.

~~6. Denied Application May Not Resubmit~~—Applicants whose request for Certification has been denied by the MWSBE Division shall not be eligible to submit a new Certification Application for six (6) months after the notice of Certification denial.

~~7. Certification Period~~—Unless otherwise provided, Certification is valid for two (2) years.

~~8. Recertification—~~

- ~~a. MBEs, WBEs and SBEs are required to submit a Certification Application biannually for a review of and potential continuation of the Certification status.~~
- ~~b. The MWSBE Division will send written notification to the Certified MBE, WBE, or SBE, no later than 60 days prior to the Certification expiration date, along with a Certification Application and instructions for completion and submission.~~
- ~~c. Certification Applications submitted for recertification consideration shall be received by the MWSBE Division no later than the last effective date of the current Certification. Certification Applications submitted for recertification consideration received after expiration of the current Certification will not be considered, unless the reason for the delay is accepted and approved by the MWBE Division, at which time a one-time extension of their certification not to exceed 30 days may be granted.~~
- ~~d. Procedures relevant to the review of the Certification Application, Certification Approvals, Certification Denials, Appeals of Certification Denials, and Certification Periods, provided for in this Section, shall be the same for the Applications for recertification as for the initial Certification Application.~~

~~9. Notification of Changes— MBEs, WBEs, and SBEs shall notify the MWSBE Division of any changes in the Certified business, during the Certification period, which may impact the Certification (such as a change in Ownership or in the types of services and/or commodities being provided). If such changes occur during the Certification period, the business' Certification status may be reevaluated.~~

~~10. Certification Reevaluation— The County reserves the right to reevaluate an MWSBE=s Certification at any time during the Certification period, and to rescind Certification if it is found that the business is not certifiable.~~

~~11. Certification From Other Agencies— The MWSBE Program may accept MBE, WBE and SBE Certifications from parties to THE MWBE INTER-LOCAL AGREEMENT (such parties currently include the City of Tallahassee and Leon County; however, such parties may change from time to time without notice or revision to this policy), and in accord with the Memorandum of Understanding with the Florida Office of Supplier Diversity. Further, the MWSBE Division reserves the right to review the Certification process and documentation utilized by an outside certifying agency; request clarification or additional information from the certified business; to delay acceptance of certification while it is being reviewed; and to deny certification any time during the Certification period.~~

~~12. The MWSBE Division may, based upon the provisions of this policy, determine to approve certifications that only apply to the County procurement process due to the difference in the policies between the County, City of Tallahassee, and the Florida Office of Supplier Diversity.~~

~~L. Decertification and Right of Appeal~~

- ~~1. The MWSBE Program reserves the right to revoke Certification at any time such action is deemed reasonably necessary. Grounds for revocation of Certification include, but are not limited to, the following:
 - ~~a. Submission of fraudulent information, by or on the behalf of the Applicant for Certification or by or on the behalf of the MBE, WBE or SBE either as part of the Certification process or as part of a procurement or contract process.~~
 - ~~b. Failure to promptly report any change in Ownership or Control of the business.~~
 - ~~c. Failure to promptly report any name, address or telephone number changes of the business.~~
 - ~~d. Failure to respond to requests for information from the MWSBE Division.~~
 - ~~e. Fraudulent representation or participation on County projects or contracts, or breach of contract with the County.~~~~

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~~f. Revocation by a party to the MWBE INTERLOCAL AGREEMENT or the Memorandum of Understanding with the Florida Office of Supplier Diversity.~~

~~2. Any business having its Certification revoked by the MWSBE Division shall have the right to appeal such Certification revocation, following the same process as Appeals of Certification Denials.~~

~~M. Small Business Enterprise (SBE)~~

~~1. SBE Orientation – The County shall conduct periodic meetings to educate SBEs about the program and about general matters relating to participating in County procurement opportunities. The MWSBE Division may require SBEs to attend periodic follow-up meetings, but no more than once every two (2) years. Failure to attend such meetings shall be grounds for decertification for such up to 12 months, as determined appropriate by the MWSBE Division.~~

~~2. SBE Graduation – A SBE shall graduate from the SBE Program and is no longer eligible for Certification as a SBE six (6) years after the date of award of the first procurement opportunity made through the SBE program and will no longer be eligible for certification as a SBE. Graduation of an SBE shall not affect the contribution made by the SBE toward satisfaction of an Aspirational Target if the work was identified in a bid or RFP proposed to be performed by the SBE prior to the date of SBE Graduation and the bid or RFP opening date occurred prior to the SBE Graduation date.~~

~~3. Reserving Procurement Opportunities for Exclusive Competition Among SBEs – Procurement opportunities may be reserved for exclusive competition among SBEs when:~~

- ~~a. At least three (3) SBEs, with Certification in the relevant area, are available to compete for the procurement opportunity;~~
- ~~b. Permissible by law; and,~~
- ~~c. Such limited competition has been recommended by the appropriate authority as stipulated;~~

Criteria for Reserving Procurement Opportunities for Exclusive Competition Among SBEs			
Business Category	Estimated Procurement Value (Estimated Contract Cost)	Minimum Number of Available SBEs, Certified in Procurement Opportunity Area	Authority that Recommends Reserving Procurement Opportunity for Exclusive Competition Among SBEs
Construction – Prime Contractor	\$100,000 or less	Three (3)	[†] Committee Concurrence (MWSBE Director, Purchasing Director and Project Director or Division Director responsible for the project/budgeted expense)
Professional Services	\$50,000 or less	Three (3)	[†] Committee Concurrence (MWSBE Director, Purchasing Director and Project Director or Division Director responsible for the project/budgeted expense)
Other Services	\$25,000 or less	Three (3)	[†] Committee Concurrence (MWSBE Director, Purchasing Director and Project Director or Division Director responsible for the project/budgeted expense)
Materials & Supplies	\$25,000 or less	Three (3)	[†] Committee Concurrence (MWSBE Director, Purchasing Director, Project Director or Division Director responsible for the project/budgeted expense)
[†] Committee Concurrence – If consensus cannot be reached, the County Administrator or his/her designee shall make the final decision. Such agreement between the committee members can be gained via any reasonable means of communication, such as a face to meeting, over the phone or via e-mail. Documentation of such concurrence shall be retained with the procurement records.			

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~~N. Outreach~~

~~A continuing effort of the County involves identifying SBEs, MBEs, and WBEs capable of providing goods and services and ensuring that staff, through business community interactions, are knowledgeable about and support the MWSBE Program. The MWSBE Division will network with state and local governments, nonprofit organizations, professional and trade organizations and participate in conventions and seminars sponsored and widely attended by small, minority, and women business owners. Staff coordination may include, but is not limited to:~~

- ~~1. Coordination with the user departments on increasing awareness of program policies, directives and program targets and objectives for County staff;~~
- ~~2. Development of an internal education program to promote the awareness of all staff about SBE and MBE, and WBE firms and the commitment to their full participation in its activities.~~
- ~~3. Determine prospective program participants as well as assist them in understanding regulations and the certification process.~~
- ~~4. Develop directories of certified minority, women-owned, and SBEs firms capable of providing services.~~
- ~~5. Assist program participants in understanding and meeting the County's contracting need.~~
- ~~6. Develop promotional campaigns, forums or seminars to inform the small, minority and women-owned business community of the County's needs and its commitment to involve such firms in its contracting activities, along with receiving feedback from the business community.~~
- ~~7. Target appropriate firms for participation in the County's contractor training effort;~~
- ~~8. Identify categories in which firms are underrepresented;~~
- ~~9. Develop special events to meet special needs or concerns including contracting trade fair openhouses;~~
- ~~10. Coordinate events with other governmental entities and private and nonprofits organizations.~~

~~O. Severability Clause~~

~~Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions are declared invalid, all other provisions hereof shall remain valid and in full force and effect.~~

~~(Part 2 (previously Section 16) Adopted September 10, 1991, deleted and replaced by separate policy January 16, 1996, reincorporated July 30, 2002, and replaced in its entirety June 13, 2006)~~

Revised February 25, 2020 ~~November 12, 2019~~

Blueprint Intergovernmental Agency
Board of Directors
Agenda Item #7
January 30, 2020

Title: Approval of the Minority Women Small Business Enterprise Policy and the Revision to the Blueprint Procurement Policy

Category: General Business

Intergovernmental Management Committee: Vincent S. Long, Leon County Administrator
Reese Goad, City of Tallahassee Manager

Lead Staff / Project Team: Benjamin H. Pingree, Director of PLACE
Susan Dawson, Blueprint Attorney
Cristina Paredes, Director of the Office of Economic Vitality
Darryl Jones, Deputy Director of the Office of Economic Vitality
Kirsten Mood, Assistant Blueprint Attorney

STATEMENT OF ISSUE:

This agenda item seeks the Blueprint Intergovernmental Agency Board of Directors (IA Board) approval of the consolidated Minority Women and Small Business Enterprise (MWSBE) Policy (Attachment #1) and corresponding update to the Blueprint Procurement Policy providing that Blueprint solicitations will be subject to the consolidated MWSBE Policy (Attachment #2). The MWSBE Policy is based on the findings of the 2019 Disparity Study (Attachment #3), which revealed disparity in the four-county market area of Leon, Gadsden, Wakulla, and Jefferson Counties. These findings are consistent with previous research and less comprehensive reports.

The Blueprint procurement process will now be governed by the terms outlined in the MWSBE Policy (Attachment #1). This policy incorporates goals set to reduce disparity in the region. Following IA Board approval, the MWSBE Policy will go before the Leon County Board of County Commissioners and the City of Tallahassee Commission on February 25 and 26, 2020, respectively. Corresponding revisions to City and County procurement policies that provide for City and County solicitations to follow the MWSBE Policy will be presented for consideration and approval.

Following the approval of all three entities and revision of all corresponding procurement policies, the consolidated MWSBE Policy will become effective April 1, 2020. Leading up

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to the effective date, the MWSBE Division staff, City Procurement, and County Purchasing staff will work to familiarize both project managers and vendors with the new MWSBE Policy and associated forms through workshops and community engagement. Following April 1, all new solicitations issued by the City, County, and Blueprint will follow the consolidated MWSBE Policy as administered by the Tallahassee – Leon County Office of Economic Vitality MWSBE Division.

Upon implementation, the Tallahassee – Leon County Office of Economic Vitality MWSBE Division will be uniquely poised unlike any other supplier diversity program in the state of Florida. First, the MWSBE Division is unique in that it is housed in a City and County local economic development organization, not a purchasing, budget, or community services department within one local government. The 2019 Disparity Study is also unique in that it evaluated data from three different entities and yielded consolidated aspirational goals to be utilized by all three governmental entities. Finally, the MWSBE Division will facilitate the utilization of joint ventures, partnerships, and associations, plus apprenticeships, externships, and mentor-protégé relationships to build greater capacity for MWSBE firms and stimulate job creation in our local economy. The consolidated MWSBE Policy and the opportunities it will create make it a unique tool for business expansion and retention.

FISCAL IMPACT:

This item does not have a fiscal impact.

RECOMMENDED ACTION:

- Option 1: Approve the Minority, Women, and Small Business Enterprise Policy for the Blueprint Intergovernmental Agency and approve the revisions to the Blueprint Procurement Policy.
- Option 2: Direct staff to work with City and County Staff to bring the Minority, Women, Small Business Policy and corresponding updates to the County and City Commissions on February 25 and 26, respectively.

EXECUTIVE SUMMARY:

This agenda item presents the consolidated MWSBE Policy and a corresponding revision to the Blueprint Procurement Policy approving Blueprint participation in the proposed consolidated MWSBE Program.

On April 26 and 27, 2016, the Leon County Board of County Commissioners and the City of Tallahassee Commission, respectively, accepted the Final Report of the Minority, Women, and Small Business Enterprise Programs Evaluation Committee and its recommendations, including a new disparity study and consolidation of the County and City MWSBE Programs under the Tallahassee – Leon County Office of Economic Vitality

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(OEV). The City and County merged their respective supplier diversity offices into the OEV Minority, Women, and Small Business Enterprise (MWSBE) Division. One of the MWSBE Division’s first tasks was to secure a disparity study whose findings and recommendations would serve as the foundation of the MWSBE Division. In order to continue a legally defensible race- and gender-conscious government program, a disparity study must first identify evidence of disparity in the relevant market area. Accordingly, the MWSBE Division advertised a contract that was awarded to MGT of America, Inc. (MGT), to conduct the 2019 Disparity Study. Over the next three years, staff worked with MGT to conduct a thorough analysis of five fiscal years of expenditures, held dozens of stakeholder meetings, and engaged as many stakeholders as possible.

The 2019 Disparity Study considered the expenditures of the City of Tallahassee, Leon County Government, and Blueprint, and compared the utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms to their availability in the relevant market area. The 2019 Disparity Study revealed evidence of disparity to support not only a continued race- and gender-conscious MWSBE Program but a single, consolidated MWSBE Program that serves all three entities. In addition, the 2019 Disparity Study included new, consolidated aspirational goals for all three entities adopted by the IA Board at its June 27, 2019 meeting (Attachment #4). Following IA Board acceptance of the 2019 Disparity Study on June 27, 2019, the Disparity Study became the basis of the proposed consolidated MWSBE Policy.

2019 Disparity Study Aspirational Goals		
Procurement Category	Aspirational MBE Goal	Aspirational WBE Goal
Construction Prime Contractors	5.00%	4.00%
Construction Subcontractors	14.00%	9.00%
Architecture & Engineering	8.00%	6.00%
Professional Services	5.00%	6.00%
Other Services	6.00%	8.00%
Materials and Supplies	1.00%	6.00%

Representatives of the City, County, and Blueprint considered the twelve recommendations set forth in the 2019 Disparity Study to develop consolidated MWSBE Policy and necessary revisions to the Blueprint Procurement Policy presented in this agenda item.

The staff and MGT, the Disparity Study consultant, have been engaged with local industry stakeholders and public sector leaders on the consolidated MWSBE Policy. This engagement with principal constituencies ensures the successful compliance and utilization of the new policies and procedures. To date, OEV staff held the following meetings to engage both internal and external stakeholders in the development of these consolidated policies:

- 11 internal stakeholder meetings (members of the leadership team of the City of Tallahassee and the Leon County Government) (Attachment #5).

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- 9 external stakeholder meetings (representatives and businesses within the industry with interest in MWSBE policies).

This agenda item seeks IA Board approval of the proposed consolidated MWSBE Policy and corresponding revision to the Blueprint Procurement Policy. The proposed revision to the Blueprint Procurement Policy removes references to the former programs of the City and County and provides that Blueprint solicitations will be governed by the consolidated MWSBE Policy.

The key attributes of the consolidated MWSBE Policy include the following:

- MBE, WBE, and SBE firm certification and reciprocity with the Florida Department of Management Services Office of Supplier Diversity program.
- MWBE Program including project specific MBE and WBE goals for all feasible solicitations.
- Small Business Program to reserve projects for SBE firms and unbundling where feasible.
- Mentor-Protégé; Joint Venture, Partnership, and Association; and Apprenticeship or Externship to build capacity among MWSBE firms.

The differences among the attributes of the former City, former County, and proposed consolidated MWSBE Policy are highlighted in Attachment #6 to this agenda item.

Amendment to the Blueprint Procurement Policy is necessary for the MWSBE Division to administer the consolidated MWSBE Policy. This uniformity includes the MWSBE division setting narrowly tailored goals for solicitations, analyzing bid responses, and providing contract compliance monitoring and oversight for all jurisdictions. Thus, the revised Blueprint Procurement Policy requires IA Board approval.

This agenda item also seeks the IA Board's direction to bring the consolidated MWSBE Policy and corresponding amendments to the City and County procurement policies before their respective commissions for approval.

SUPPLEMENTAL INFORMATION:

This agenda item presents the consolidated MWSBE Policy and a corresponding revision to the Blueprint Procurement Policy approving Blueprint participation in the proposed consolidated MWSBE Program.

NEW MWSBE POLICY HIGHLIGHTS

The key attributes of the consolidated MWSBE Policy include the following:

- Standardizes MBE, WBE, and SBE firm size requirements.
- Provides five certification categories: Minority Business Enterprise, Women Business Enterprise, Small Business Enterprise, Minority Business

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Enterprise/Small Business Enterprise, and Women Business Enterprise/Small Business Enterprise.

- Increases certified firm size ceiling to a firm net worth of \$5 million and a maximum of 200 employees, allowing for greater participation.
- Allows for reciprocal certification with the State of Florida's Department of Management Services Office of Supplier Diversity (OSD).
- Directs the MWSBE Division to work together with City Procurement Services Division, County Purchasing Division, and all project managers to set project specific goals for subcontracting and sub-consultants in every solicitation suitable for MBE and WBE participation.
- Only funds expended with certified MWBE firms from Leon, Gadsden, Jefferson, and Wakulla counties, will be counted towards satisfying project specific MWBE goals. Local preference, as set forth in each entity's respective procurement policy, applies to prime contractors and consultants only.
- Submission of Good Faith Effort documentation will not be eligible for MWBE Participation Plan points, but will allow the submittal to be responsive.
- Provides two strategies to increase utilization of SBE firms by reserving, where feasible, contracts valued under \$150,000 for competition among SBE firms. The second is to encourage the "unbundling" of projects into smaller projects.
- Encourages Mentor-Protégé relationships and Joint Venture, Partnership, and Association to afford prime contracting and consulting opportunities for MWBE firms on City, County, and Blueprint projects.
- The MWSBE Division will compile MWBE and SBE Program information into an annual report to be presented to the IA Board.

BACKGROUND AND WORKGROUP ENGAGEMENT

The City of Tallahassee and Leon County Government operated separate MWSBE Programs based on disparity studies from different years and based on the respective entities' prior MBE and WBE utilization.¹ The Office of Economic Vitality (OEV) Minority Women Small Business Enterprise (MWSBE) Division merged from the respective supplier diversity offices within the City of Tallahassee and Leon County Government. In April 2016, the City and County agreed to functionally consolidate their MWSBE Programs under the newly created OEV and fund a new disparity study to provide the most recent, legally defensible data and to determine whether evidence existed to support the consolidation of the two MWSBE Programs or whether the MWSBE Programs must remain separate. For the last three years, the MWSBE Division has operated two MWSBE Programs side-by-side to serve the City, County, and Blueprint. On June 27, 2019, the IA Board accepted the 2019 Disparity Study conducted by MGT of America, Inc. (MGT), providing factual predicate evidence to support a consolidated MWSBE program serving all three entities and directed the creation of a policy to govern the consolidated program.

¹ As with many of its policies and procedures, Blueprint adopted the supplier diversity policies of the City of Tallahassee.

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MGT worked with OEV and a workgroup of internal stakeholders to complete the 2019 Disparity Study. Upon MGT's completion of an initial draft consolidated MWSBE Policy, OEV reconvened the workgroup comprised of staff from the City, County, and Blueprint to refine the consolidated MWSBE Policy to address the requirements of each office (Attachment #5). A subset of the workgroup consisting of the MWSBE Division, City Procurement Services Division, and County Purchasing Division worked collaboratively to tailor the proposed consolidated MWSBE Policy to the needs of the City, County, and Blueprint. Members of the internal stakeholder workgroup held eleven meetings to discuss external stakeholder recommendations and review existing policies for both the City of Tallahassee and Leon County Government.

The proposed consolidated MWSBE Policy includes a process for certifying Minority and Women Business Enterprise (MWBE) firms for participation in the MWBE program. The policy also includes a process for certifying Small Business Enterprise (SBE) firms and updated the existing SBE Programs. In addition, the MWSBE Policy includes a process for encouraging mentor-protégé relationships, joint ventures, and apprenticeships and externships. These programs will serve the local business community and provide capacity building for MWSBE firms in an effort to stimulate job creation in the local economy. Accordingly, the MWSBE Division sought input and collaboration from key external stakeholders in the business and workforce development community.

The group of external stakeholders included members of the Minority, Women, and Small Business Enterprise Programs Evaluation Committee and the MWSBE Citizens Advisory Committee. The external stakeholders met with the MWSBE Division nine times to review the proposed MWSBE Policy over a period of four months. The expertise of the external stakeholders was invaluable to the creation of the proposed consolidated MWSBE Policy.

CERTIFICATION

External stakeholder input was most valuable in the area of MWSBE certification. Currently, MBE, WBE, and SBE firms can be certified when their gross receipts fall under thresholds identified in the City and County policies and when they employ 50 employees or less. The proposed MWSBE Policy standardized MBE, WBE, and SBE firm size requirements across all three entities. In addition, the size requirements increased to a \$5 million firm net worth and a maximum of 200 employees. The new size requirements are in keeping with reciprocal certification for firms that hold a certification with the State of Florida's Department of Management Services Office of Supplier Diversity (OSD), another feature of the proposed MWSBE Policy endorsed by the external stakeholders. Reciprocal certification for those firms certified with OSD has the potential to expand the MWSBE Division database of certified firms by an estimated 197 firms. Attachment #6 to this agenda item highlights the differences among certification requirements of the City and County's Current MWSBE Policies, the State of Florida's OSD program, and the proposed consolidated MWSBE Policy.

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MWBE PROGRAM

The consolidated Minority and Women Business Enterprise (MWBE) Program is driven by the aspirational goals identified in the 2019 Disparity Study. The aspirational goals represent payments to certified firms performing work on City, County, and Blueprint projects as a percentage of total spending. The aspirational goals for MBE and WBE spending is presented below.

2019 Disparity Study Aspirational Goals		
Procurement Category	Aspirational MBE Goal	Aspirational WBE Goal
Construction Prime Contractors	5.00%	4.00%
Construction Subcontractors	14.00%	9.00%
Architecture & Engineering	8.00%	6.00%
Professional Services	5.00%	6.00%
Other Services	6.00%	8.00%
Materials and Supplies	1.00%	6.00%

The following sections describe how the aspirational goals inform each solicitation through setting project specific goals for all solicitations where feasible and how the MWSBE Division will score the MWBE sections of those solicitations.

Project Specific Goals

To meet the aspirational goals and maintain a narrowly-tailored, legally defensible program, the MWSBE Policy provides that the MWSBE Division, City Procurement Services Division, County Purchasing Division, and all project managers will work together to set project specific goals for subcontractors and subconsultants in every solicitation suitable for MBE and WBE participation before advertisement to the public. Not all solicitations will be suitable for MBE and WBE project specific goals. For example, MBE and WBE project specific goals would not be appropriate for a solicitation of services for which there are no certified MBE or WBE firms willing or able to perform the work. In the event that the MWSBE Division determines that project specific goals are not reasonable for a solicitation or recommends project specific goals lower than the aspirational goal, the MWSBE Director will notify the City Procurement Services or the County Purchasing Director.

Usually, solicitations for all three entities involve a project manager or department notifying the Procurement Services or Purchasing Division of a procurement need. The Procurement Services or Purchasing Division work with the project manager to develop a solicitation, and the purchasing agent, project manager, and a representative from the MWSBE Division hold a solicitation development meeting to produce a solicitation with project specific goals, if feasible. Once the solicitation has been developed, it is advertised to the public. Following the advertisement, the purchasing agent may schedule a pre-bid meeting with potential respondents. Following the public opening, the MWSBE Division is responsible for scoring the MWSBE section of the solicitation, where applicable, and

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the Procurement Services or Purchasing Division and solicitation scoring committee are responsible for scoring the other components of the solicitation. The MWSBE Policy provides guidelines for MWSBE Division evaluation of responses to solicitations that include project specific goals.

The consolidated MWBE Program also provides an incentive for MBE and WBE firms to become prime contractors or consultants. The proposed consolidated MWSBE Policy provides that when an MBE or WBE firm responds as a prime contractor or consultant, the project specific goal is fulfilled for its certification designation. For example, where a WBE firm is the prime respondent to a solicitation, the project specific goal for WBE utilization is fulfilled. The WBE firm remains responsible for meeting the project specific goal for MBE utilization.

Responsiveness

Among the substantive changes included in the consolidated MWSBE Policy is the recommended uniformity of MWBE goal setting and communication with vendors on project specific MWBE goals. The consolidated MWSBE Policy recommends pre-solicitation meetings that include the project manager, purchasing agent, and other internal stakeholders before a bid is made public. With improved input obtained during the pre-solicitation meeting, the MWSBE Division will be better equipped to set narrowly tailored goals for all projects based upon the specifications outlined in solicitations and the availability of certified MWBE firms in the subcontractor and subconsultant industries necessary for the project. Next, the MWSBE Policy authorizes project managers and purchasing agents to convene pre-bid meetings that will describe solicitations for all respondents, including MWBE project specific goals and scoring. Not only does the law governing race- and gender-conscious government programs require narrowly tailoring, but narrowly tailoring project specific goals on each project also accurately represents the opportunity for MWBE firm utilization that respondents will be capable of meeting. Pre-bid meetings allow the MWSBE Division to describe its supplier diversity process to respondents on all projects. These policy changes are intended to increase the responsiveness of respondents and lessen the need for Good Faith Effort documentation in responses.

The MWSBE Division will be responsible for evaluating the responses to all solicitations with project specific goals for responsiveness. Where project specific goals are set, respondents will be asked to provide an **MWBE Participation Plan** and/or **Good Faith Effort documentation** as part of their responses. An MWBE Participation Plan asks respondents to list the MWBE firms that will be utilized on the project to meet the project specific goals, to affirm that they will monitor the MWBE firms to ensure participation, and to agree to comply with the MWSBE Policy. Where a respondent does not meet the full project specific goal for MWSBE Good Faith Effort documentation provides evidence of a bid respondent's efforts to utilize MWBEs who are unavailable.

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If the MWSBE Division finds that a response is non-responsive to the MWBE portion of the solicitation, the MWSBE Division will recommend that the Procurement Services or Purchasing Division deem the respondent non-responsive. The determination of overall responsiveness will be governed by the applicable Purchasing Manual or Procurement Policy of the appropriate entity. The MWSBE Division will evaluate responsiveness to the MWBE section of a solicitation according to the table below.

MWBE Response Evaluation: Responsiveness	
Recommendation	Response
RESPONSIVE	<ul style="list-style-type: none"> Completed MWBE Participation Plan and MWBE Section that is eligible for full points; Completed MWBE Participation Plan and MWBE Section that is eligible for partial points and completed Good Faith Effort documentation demonstrating why respondent could not meet the full project specific goal; OR Completed Good Faith Effort documentation.
NON-RESPONSIVE	<ul style="list-style-type: none"> Completed MWBE Participation Plan that is eligible for partial points but no Good Faith Effort documentation demonstrating why respondent could not meet the full project-specific goal; An MWBE Participation Plan that is incomplete, unsigned, or otherwise ineligible for points and no Good Faith Effort documentation; OR No MWBE Participation Plan or completed Good Faith Effort Documentation.

Scoring

For solicitations that have project specific goals and involve scoring, the MWSBE Division will award points for the MWBE section. The MWSBE Division is only responsible for the scoring of the MWBE section of a solicitation and determining whether the MWBE Participation Plan and Good Faith Effort documentation, if any, is responsive. The MWSBE Division then provides the MWBE Score and determination of responsiveness to the purchasing agent. The purchasing agent and any relevant scoring committee is responsible for scoring the remainder of the solicitation as provided in each entity's relevant procurement policy.

The consolidated MWSBE Policy provides that, generally, a maximum number of points available for the MWBE section of a solicitation is a total of **12 points**. A total of **10 points** is available for an MWBE Participation Plan. Demonstrating one or more of Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationships may earn an additional **2 points**.

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- a. Submission of an MWBE Participation Plan will earn **10 points** for the following: (1) utilizing certified MWBE firm(s); (2) to meet the project specific goals; and (3) agreeing to monitor, report, and abide by the MWSBE Policy.
- b. Submission of an MWBE Participation Plan will earn **5 points** for the following: (1) utilizing certified MWBE firm(s); (2) to meet a portion of the project specific goals; and (3) agreeing to monitor, report, and abide by the MWSBE Policy.
- c. Demonstrating one or more of Joint Venture, Partnership, and Association; mentor-protégé; or apprenticeship relationships will earn **2 points**.

The table below lays out all possible MWBE Score outcomes.

MWBE Score Outcomes	
Score	Response
2 Points	MWBE Section demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship, but the MWBE Participation Plan is ineligible for 5 or 10 points. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
5 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
7 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
10 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.
12 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.

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When MBE or WBE firms respond to a solicitation as a prime contractor or consultant, the MBE or WBE firms may self-perform the project specific goal corresponding to the firm's certification. For example, if a certified MBE firm responds to a solicitation as a prime contractor, the goal for MBE participation is fulfilled. The MBE prime contractor remains responsible for meeting the subcontracting goal for WBE participation.

Good Faith Effort

When a respondent fails to meet project specific goals in whole or in part at the time of response submittal, supplier diversity professionals like the MWSBE Division presume that MWBE firms were available to complete the work, but the respondent did not engage them. The respondent is responsible for demonstrating that it made a good faith effort to engage MWBE firms to meet the project specific goals, but was unable to do so, through submission of Good Faith Effort documentation.

Good Faith Effort documentation will, for the first time, be evaluated the same way for all three entities. Ten different kinds of Good Faith Effort documentation, including attendance at a pre-bid or pre-proposal meeting, copies of advertisements placed in the local newspaper and minority publications, and copies of written correspondence sent to certified MWBE firms, will be acceptable to demonstrate Good Faith Effort.

SBE PROGRAM

The proposed MWSBE Policy provides two procurement strategies to increase the utilization of Small Business Enterprise (SBE) firms: reserve projects and unbundling of projects. Reserve projects are identified by size and reserved for only SBE firms to respond. Unbundling of projects is a strategy used, where feasible, to break large projects into smaller projects to increase SBE firm participation as prime contractors or consultants.

The first strategy is to reserve, where feasible given project time constraints and certified SBE firm availability, those projects valued under \$150,000 for competition among only certified SBE firms. Solicitations for reserved projects valued under \$150,000 will be advertised only to certified SBE firms, and only certified SBE firms will be allowed to respond. If no certified SBE firms respond to a reserved solicitation or the responses are deemed unreasonable, all responses will be rejected and the project will be re-advertised in the usual manner to all prospective respondents.

The second strategy is to encourage as a matter of policy the "unbundling" of projects, where feasible, into smaller projects which may be more suitable for SBE firm participation. As part of the solicitation development meetings arranged by the City Procurement Services and County Purchasing Divisions, the MWSBE Division will recommend that projects be broken into smaller projects to encourage SBE firm participation.

MENTOR-PROTÉGÉ; JOINT VENTURE, PARTNERSHIP, AND ASSOCIATION; AND APPRENTICESHIP OR EXTERNSHIP

The proposed MWSBE Policy encourages Mentor-Protégé relationships and Joint Venture, Partnership, and Association to afford prime contracting and consulting opportunities for MWBE firms on City, County, and Blueprint projects. The consolidated MWSBE Policy provides incentive for prime contractors and consultants to employ apprentices and externs for the first time through Apprenticeship or Externship. Where applicable, Mentor-Protégé and Apprenticeship or Externship relationships and Joint Ventures, Partnerships, and Associations will be worth 2 points towards a respondent's MWBE Score. The consolidated MWSBE Policy incentivizes these relationships for the first time with additional points in an MWBE Score.

Mentor-Protégé Relationships

The MWSBE Division will approve a Mentor-Protégé relationship between a Mentor and a Protégé that is an MBE, WBE, or SBE firm certified with the MWSBE Division for an initial period of 3 years. Each year, the Mentor and Protégé will prepare a three-year development plan that will help the certified firm build capacity and experience. A Mentor responding to a City, County, or Blueprint solicitation can demonstrate a Mentor-Protégé relationship in its response for 2 points and may count the work of its Protégé towards one half of the relevant MBE or WBE goal.

Joint Venture, Partnership, and Association

A Joint Venture is a joint business association—a separate legal entity like a corporation or LLC—consisting of one certified MWBE firm and one non-MWBE firm or two certified MWBE firms formed to carry on a single business activity which is limited in scope and duration. A Partnership or Association is subject to the same requirements as a Joint Venture, but does not require the formation of a legal entity separate from its component firms. The MWBE firm or smaller MWBE firm in a Joint Venture, Partnership, or Association will comprise a minimum of ten percent (10%) of the association and will receive a share of contract dollars proportionate to the percentage of its participation. From its creation and each year subsequent, a Joint Venture, Partnership, or Association will submit a Joint Venture, Partnership, and Association Affidavit and all contractual agreements related thereto. Joint Ventures, Partnerships, and Associations responding to City, County, and Blueprint solicitations can earn 2 points for demonstrating their relationship in their response and may count the work of the smaller MWBE firm towards one half of the relevant MBE or WBE goal.

Apprenticeship or Externship

Respondents may earn 2 points towards for affirming in their response that the respondents themselves or their subcontractors or sub-consultants will participate in an apprenticeship program registered with the Florida Department of Education or the United States Department of Labor or utilize otherwise-qualifying apprentices or externship for at least ten percent (10%) of the labor hours on the construction project.

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Respondents will be required, quarterly, to submit documentation of the company's participation in an apprenticeship program or an externship program offered by qualified workforce development intermediary or educational institution or documentation of apprentice utilization.

REPORTING

The effectiveness of the MWBE Program and SBE Program will be measured by a review of funds spent with MWSBE firms as a percentage of the total spending of the City, County, and Blueprint. Program effectiveness will also be measured by efforts of City, County, and Blueprint staff to provide prime contracting opportunities for MWSBE firms. The MWSBE Division will compile program information into an annual report. These annual supplier diversity reports on MWSBE utilization will be captured uniformly for all three governments because 1) a consolidated MWSBE Policy ensures uniformity in processes, thus uniformity in data collection; 2) the utilization of the B2GNow Contract Compliance Monitoring software, that tracks both non-MWSBE and MWSBE subcontracting, will capture the same data for the City of Tallahassee, Leon County Government, and Blueprint. This compliance software has been used by Leon County Government for more than a decade. This tool has been invaluable in collecting Leon County's subcontracting data and verifying subcontractor utilization through payment documentation. Presently, staff is on-boarding this software in partnership with the City of Tallahassee procurement and finance staff for utilization by the City of Tallahassee and Blueprint. This next step will make data collection and compliance monitoring more efficient and synonymous with all three jurisdictions.

As with the existing program, prime contractors and consultants will be expected to maintain records about their subcontractors, subconsultants, or suppliers and make those records available to the MWSBE Division. Primes will also be responsible for providing a Final Pay Affidavit documenting the same. In addition, the MWSBE Division will work with purchasing card vendors to upload information about purchasing card expenditures into the City and County's electronic tracking system, B2GNow. City Purchasing and County Procurement Services Divisions will continue to work with the MWSBE Division to ensure the accurate capture of prime and subcontractor data in the B2GNow system. Capture of all prime and subcontracting data, including MBE, WBE, SBE, and non-minority firms, will facilitate progress towards reaching the aspirational goals.

CAPACITY BUILDING COMPONENT

The proposed consolidated MWSBE Policy also codifies the work that the MWSBE Division continues to do to reach out to MBE, WBE, and SBE firms and help connect them with resources to build capacity. The MWSBE Division looks forward to establishing a method of evaluating all firms that do business with the City, County, and Blueprint to provide better feedback to vendors and provide MBE, WBE, and SBE firms with another qualification that can help them land the jobs they want.

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BLUEPRINT PROCUREMENT POLICY UPDATE

Attachment #2 to this agenda item is a proposed revision to the Blueprint Procurement Policy that removes the reference to the former programs and policies of the City and the County and provides that the MWBSE Division will administer the new program in accordance with the proposed consolidated MWSBE Policy.

NEXT STEPS

The 2019 Disparity Study recommendations have implications for changes to the purchasing and procurement policies of all three entities. If approved by the IA Board, MWSBE Division staff will work to complete the IA Board direction from its June 2019 meeting in cooperation with the City Purchasing Division, and County Procurement Services Division. Specifically, the MWSBE Division, City Purchasing Division, and County Procurement Services Division will complete the following:

- Work with City and County staff to bring the consolidated MWSBE Policy to the City of Tallahassee and Leon County Government for approval and inclusion in their respective procurement policies.
- Finalize the integration of the B2G Now software system for all three entities to enhance contract monitoring and compliance for all three entities and also enable data capture in advance of the next Disparity Study.
- Convene a Taskforce to implement the mentor-protégé, joint venture, and apprenticeship elements of the MWSBE Policy and schedule meetings in cooperation with MGT to implement them.
- Finalize and update the City's DBE Plan for approval by the City of Tallahassee Commission.
- Staff will continue to work with the City and County departments to facilitate the implementation of the new MWSBE Policy.
- Upon approval of the consolidated MWSBE Policy, staff will host stakeholder meetings with the appropriate industry associations on the new aspirational goals and policy.

CONCLUSION

The proposed consolidated MWSBE Policy lays the foundation for a successful program of work for the MWSBE Division and the ability of City, County, and Blueprint to meet the aspirational goals identified in the 2019 Disparity Study. This agenda item presents the consolidated MWSBE Policy and a corresponding revision to the Blueprint Procurement Policy approving Blueprint participation in the proposed consolidated MWSBE Program. Following IA Board approval of the consolidated MWSBE Policy and corresponding revision to the Blueprint Procurement Policy, the City of Tallahassee Commission and Leon County Board of County Commissioners will consider the MWSBE Policy and corresponding revisions to their procurement policies.

Once approved by all three entities, the consolidated MWSBE Program will serve all three entities with one uniform program. Following the approval of all three entities and

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revision of all corresponding procurement policies, the consolidated MWSBE Policy will become effective April 1, 2020. Prior to the effective date, the MWSBE Division and City Purchasing and County Procurement Services Divisions will work to familiarize both project managers and vendors with the new MWSBE Policy and associated forms through workshops and community engagement. Following April 1, all new solicitations issued by the City, County, and Blueprint will follow the consolidated MWSBE Policy as administered by the Tallahassee – Leon County Office of Economic Vitality MWSBE Division.

The consolidated MWSBE Policy will uniquely position the MWSBE Division to perform unlike any other supplier diversity program in the state of Florida. Not only is the MWSBE Division unique in that it is housed in a City and County local economic development organization, not a purchasing, budget, or community services department, but it also will serve three local jurisdictions. The 2019 Disparity Study is unique in evaluating data across three local jurisdictions and yielding consolidated aspirational goals to be utilized by all three jurisdictions. Finally, the MWSBE Division will build capacity for MWSBE firms and stimulate job creation in our local economy by facilitating the utilization of joint ventures, partnerships, and associations, plus apprenticeships, externships, and mentor-protégé relationships.

The consolidated MWSBE Program is the culmination of the 2016 Final Report of the MWSBE Programs Evaluation Committee accepted by the Leon County Board of County Commissioners and City of Tallahassee Commission, the consolidation of the MWSBE Division within the Office of Economic Vitality, and the conclusion of the 2019 Disparity Study.

Action by the Minority, Women, Small Business Enterprise Citizens Advisory Committee, Blueprint Citizens Advisory Committee, and Economic Vitality Leadership Council: At its January 16, 2020 meeting, the MWSBE CAC recommended that the IA Board approve the MWSBE Policy and revision to the Blueprint Procurement Policy and recommended that the IA Board direct staff to work with City and County Staff to bring the MWSBE Policy and corresponding updates to their procurement policies before the City and County Commissions. The EVLC considered an update on the status of the MWSBE Policy at its January 11, 2020 meeting. At its meeting on January 16, 2020, the Blueprint CAC recommended that the IA Board approve the MWSBE Policy and revision to the Blueprint Procurement Policy and recommended that the IA Board direct staff to work with City and County Staff to bring the MWSBE Policy and corresponding updates to their procurement policies before the City and County Commissions.

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OPTIONS:

- Option 1: Approve the Minority, Women, Small Business Enterprise Policy for the Blueprint Intergovernmental Agency and approve the revision to the Blueprint Procurement Policy.
- Option 2: Direct staff to work with City and County Staff to bring the Minority, Women, Small Business Policy and corresponding updates to the County and City Commissions on February 25 and 26, respectively.
- Option 3: IA Board Direction.

RECOMMENDED ACTION:

- Option 1: Approve the Minority, Women, Small Business Enterprise Policy for the Blueprint Intergovernmental Agency and approve the revision to the Blueprint Procurement Policy.
- Option 2: Direct staff to work with City and County Staff to bring the Minority, Women, Small Business Policy and corresponding updates to the County and City Commissions on February 25 and 26, respectively.

Attachments:

1. Proposed Minority, Women, Small Business Enterprise Policy
2. Revision to the Blueprint Procurement Policy
3. 2019 Disparity Study Executive Summary
4. June 27, 2019 Disparity Study Agenda Item
5. Workgroup Membership
6. Certification Comparison Chart: Existing City of Tallahassee and Leon County, State of Florida OSD, and Consolidated MWSBE Policy

**Leon County
Board of County Commissioners**

Notes for Agenda Item #8

Leon County Board of County Commissioners

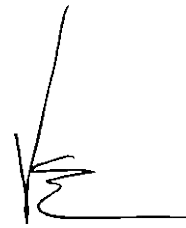
Agenda Item #8

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Fourth Quarter 2019 Economic Dashboard Report



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement
Lead Staff/ Project Team:	Cristina Paredes, Director, Tallahassee-Leon County Office of Economic Vitality

Statement of Issue:

This agenda item seeks Board acceptance of the Fourth Quarter 2019 Economic Dashboard Report, which analytically quantifies the economic health and growth of Leon County every quarter to evaluate local economic vitality.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the Fourth Quarter 2019 Economic Dashboard Report (Attachment #1).

Report and Discussion

Background:

This agenda item seeks Board acceptance of the Fourth Quarter 2019 Economic Dashboard Report, which analyzes the economic health and growth of Leon County every quarter to quantify local economic vitality.

On February 13, 2017, the Office of Economic Vitality (OEV) staff launched the *Quarterly Economic Dashboard* to provide a regular and consistent snapshot of the local economy, and to demonstrate the ongoing efforts to support economic vitality and provide a return on investment. The Dashboard is designed to appeal to local stakeholders as well as business leaders outside Leon County who may be considering company expansion or relocation. The Quarterly Economic Dashboard has been released on a regular basis since 2017, and in 2019 OEV began producing a monthly data release, called the *Data Driver*, which provides City and County employment, unemployment, and other statistics.

Analysis:

OEV staff diligently monitors key economic metrics and tracks current economic trends and conditions that are important to the local economy. [The Data Center](http://www.OEVforBusiness.org/data-center), found online at www.OEVforBusiness.org/data-center, continues to serve as the community's most comprehensive database of nearly 80 economic indicators, and is updated continuously to ensure visitors can retrieve the most accurate data. [The Dashboard](#) serves as a supplement to the Data Center and provides a snapshot of the local economy by focusing on the 13 key and most commonly requested economic indicators in a format that is easy to read and follow.

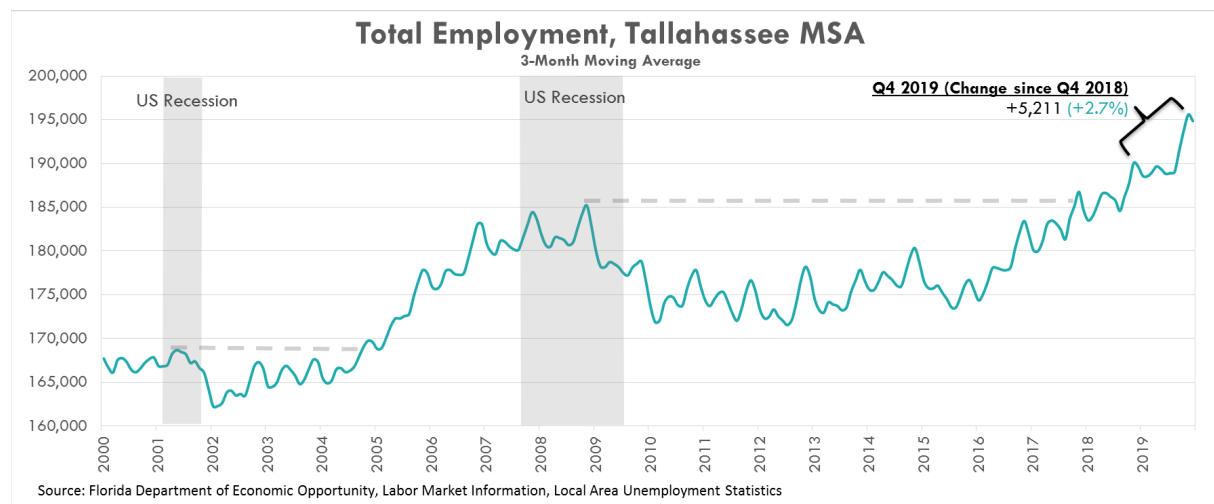
The most recent Dashboard provides data representing the fourth quarter (Q4) 2019 (the latest information available) on all top indicators which can also be found in Attachment #1.

- **Employment** levels for Q4 2019 were up 2.7% year-over-year to 194,854 in the Metropolitan Statistical Area (MSA); Gadsden, Jefferson, Leon and Wakulla counties.
- The **Unemployment Rate** in the MSA was 2.7% as of Q4 2019.
- Q4 2019 **New Single Family Construction Permits** were up 61% year-over-year, to 161 for the County and City.
- The **Median Single-Family Home Sales Price** rose 6.3% to \$229,000 in the MSA from Q3 2018 to Q3 2019.
- The **Average Weekly Wage** rose 2.7% year-over-year to \$843 in the MSA.
- **Taxable Sales** in the MSA totaled \$1.34 billion in Q3 of 2019, up 10% from Q3 of 2018.

Employment has increased 16 quarters in a row, comparing the same quarter of the prior year. The Unemployment Rate has decreased for 33 consecutive quarters, comparing same quarter of the prior year. Single-family construction permits issued by the County and City increased 6.6% from Q3 2019 and were 38% higher than the Q4 average of 117 during 2014 to 2018. The Median single-family home sales price was down 0.7% from Q2 2019 to Q3 2019, although it has risen in

10 of the past 20 quarters in the MSA. Average weekly wages have increased in all but one of the past 20 quarters, comparing same quarter of the prior year. MSA taxable sales were down 0.2% from Q2 2019 and 10% higher than Q3 2018 and have gone up in 13 of the past 20 quarters, comparing sales to the same quarter of the previous year.

The graphic below shows employment for the Tallahassee MSA with a three month moving average (employment metric cited in QED), with Q4 2019 year-over-year change shown in the bracket call-out:



There is a general upward pattern of employment extending back several years. The MSA 3-month average employment for Q4 2019 (Oct.-Dec.) was higher than Q4 2018 (year-over-year), Q3 2019 was higher than Q3 2018, Q2 2019 was greater than Q2 2018, with the observation going back another 13 quarters to Q1 2016. The pattern interrupts upon observation that Q4 2015 employment was less than Q4 2014 employment.

The Economic Highlights section of the Q4 Quarterly Economic Dashboard (Attachment #1, page 2) examines research and development (R&D) expenditures at Florida State University (FSU) and Florida A&M University (FAMU). This data, collected from the National Science Foundation Higher Education Research and Development Survey, illustrates a progression from \$230 million to nearly \$340 million between 2003 and 2018. Between 2014 and 2018, federally financed R&D expenditures at FSU and FAMU in all fields averaged around \$174.6 million per year. Of the \$174.6 million in federally financed R&D expenditures at FSU and FAMU, an average of 34% originated from the National Science Foundation, followed by 17% from the U.S. Department of Health and Human Services.

As mentioned previously, staff continuously monitors and analyzes these and other indicators to support the organization's Strategic Plan and to ensure stakeholders and other decision-makers are equipped with the information they need to make informed business decisions. This includes the programs and policies OEV brings to the Blueprint Intergovernmental Agency Board for consideration to enhance the vitality of the local economic ecosystem.

Options:

1. Accept the Fourth Quarter 2019 Economic Dashboard Report (Attachment #1).
2. Do not accept the Fourth Quarter 2019 Economic Dashboard Report.
3. Board direction.

Recommendation:

Option #1

Attachment:














1. Fourth Quarter 2019 Economic Dashboard

ECONOMIC DASHBOARD

FOURTH QUARTER 2019

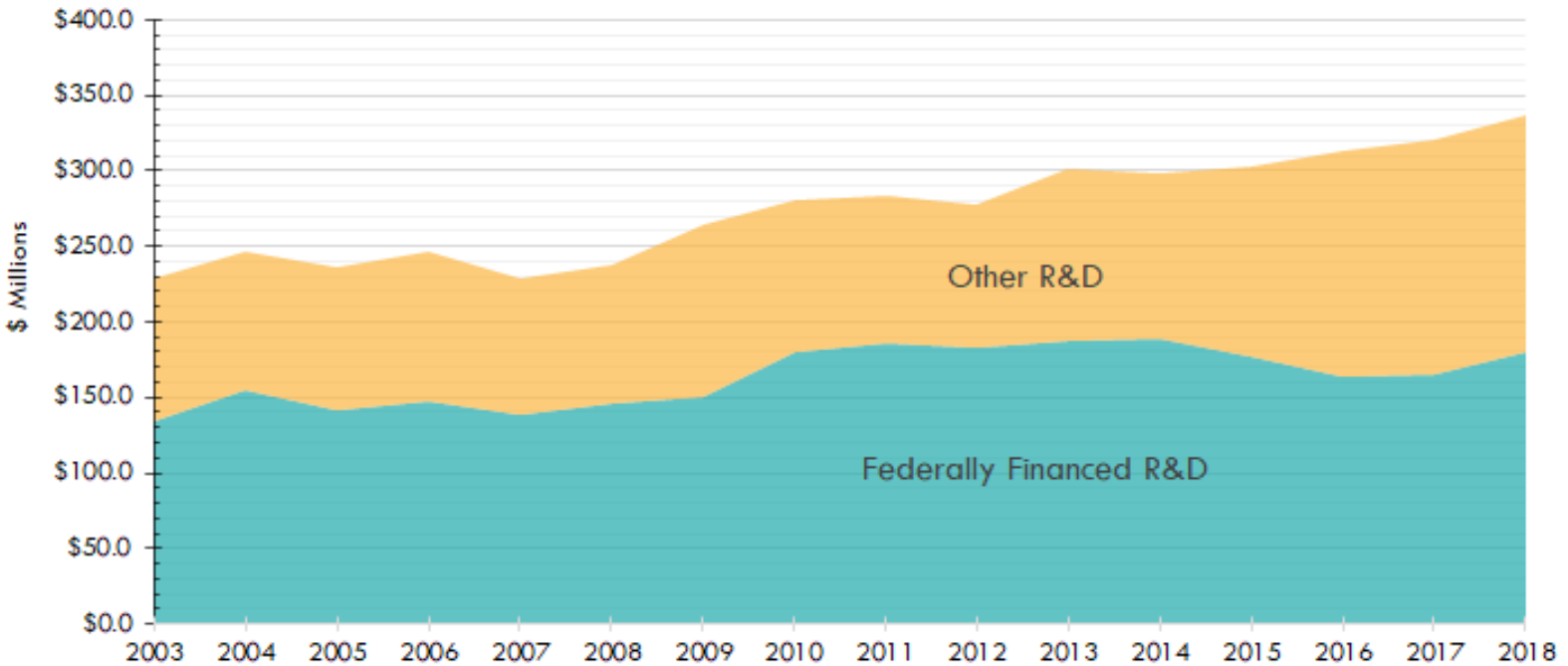
The **OFFICE OF ECONOMIC VITALITY** is the source for Tallahassee-Leon County economic information and data. We track **85+ KEY ECONOMIC INDICATORS**, construction and development trends – both commercial and residential – some of which are featured below. Whether your business needs assistance, you are looking for the perfect site for your business or need help from our expert analysts, we are here to help.

Contact us at **(850) 219-1060** or email us at **INFO@OEVFORBUSINESS.ORG**.

INDICATOR	MOST RECENT	SINCE LAST YEAR	WHAT DOES THIS MEAN?
EMPLOYMENT 	194,854 4 th Quarter 2019	+2.7% Up 5,211 from Q4 2018	EMPLOYMENT was up 1.8% from Q3 2019 while year-over-year employment levels have increased 16 quarters in a row. MSA preliminary 2019 monthly avg. of 191,036 was 2.7% higher than the 2018 monthly average.
UNEMPLOYMENT CLAIMS 	1,096 4 th Quarter 2019	-29.1% 450 fewer than in Q4 2018	MSA INITIAL CLAIMS FOR UNEMPLOYMENT COMPENSATION in Q4 2019 were the fewest for any Q4 since before 2010 and 32% lower than the Q4 average of the past five years.
NEW SINGLE-FAMILY CONSTRUCTION PERMITS 	161 4 th Quarter 2019	+61.0% 61 more than in Q4 2018	SINGLE-FAMILY CONSTRUCTION PERMITS in Leon County increased 6.6% from Q3 2019, and were 38% higher than the Q4 average of 117 during 2014 to 2018. Permits totaled 672 in 2019, up 11.6% from 2018.
MEDIAN SINGLE-FAMILY HOME SALES PRICE 	\$229,000 3 rd Quarter 2019	+6.3% Up \$13,500 from Q3 2018	MEDIAN SALES PRICE was down 0.7% from Q2 2019, has risen in 10 of the past 20 quarters in the MSA, and has been lower than the statewide median sales price since Q4 2013.
TOURISM: TOTAL VISITORS 	528,900 Q4 FY 2019	+0.6% Up 2,904 from Q4 FY 2018	TOTAL VISITORS in Leon County typically decrease on average about 16% from FY Q3 to FY Q4. Total visitors in FY 2019 exceeded 2.4 million, up 3% from FY 2018.
TALLAHASSEE PASSENGERS 	233,125 4 th Quarter 2019	+5.9% 13,041 more than in Q4 2018	TLH PASSENGERS in Q4 2019 were the most for any Q4 since 2007, and 19% higher than the 2014-2018 Q4 average. Total passengers in 2019 were the most since 2007.
UNEMPLOYMENT RATE 	2.7% 4 th Quarter 2019	-0.6 pts. Down from 3.3% in Q4 2018	MSA 3-month average UNEMPLOYMENT RATE has decreased for 33 consecutive quarters, comparing same quarter of the prior year.
AVERAGE WEEKLY WAGE 	\$843 2 nd Quarter 2019	+2.7% \$22 more than in Q2 2018	MSA AVERAGE WEEKLY WAGE 4-quarter moving average has increased in all but 1 of the past 20 quarters, comparing same quarter of the prior year.
MORTGAGE FORECLOSURES 	85 4 th Quarter 2019	+70.0% 35 more than in Q4 2018	MORTGAGE FORECLOSURES in Leon Co. decreased 21% from Q3 2019, and were 31% below the Q4 average of 123 during 2014-2018. Foreclosures totaled 435 in 2019, 27% lower than the 2014-2018 average of 597.
OFFICE VACANCY RATE 	6.7% 4 th Quarter 2019	+2.6 pts. Up from 4.1% in Q4 of 2018	OFFICE VACANCY in 2019 averaged 6.7%, an increase of 1.4 points from the annual average vacancy rate of 5.3% during 2014-2018.
INDUSTRIAL VACANCY RATE 	2.4% 4 th Quarter 2019	+0.3 pts. Up from 2.1% in Q4 of 2018	INDUSTRIAL VACANCY in 2019 averaged 2.4%, a drop of 3.9 points from the average annual vacancy rate of 6.3% during 2014-2018.
LABOR FORCE 	200,237 4 th Quarter 2019	+2.2% Up 4,371 from Q4 2018	MSA average monthly LABOR FORCE was up 1.1% from Q3 2019, and was 4.4% higher than Q4 2017. Labor Force has grown 15 consecutive quarters, comparing same quarter of the prior year.
TAXABLE SALES 	\$1.34B 3 rd Quarter 2019	+10.0% Up \$121.4 M from Q3 2018	MSA TAXABLE SALES were down 0.2% from Q2 2019 and 10% higher than Q3 2018, and have gone up in 13 of the past 20 quarters, comparing sales to the same quarter of the previous year.

Quarterly Focus: R&D at FSU & FAMU

Total R&D Expenditures at FSU & FAMU



Total R&D expenditures at FSU and FAMU amounted to \$337.3 million in 2018, **up almost 12% from 2013, and a 42% increase from 2008**. FSU typically accounts for 80-83% of total R&D expenditures. Although total R&D expenditures have increased, federally financed R&D dropped 5% between 2014 and 2018, so that the proportion of federally financed R&D decreased from 63% in 2014 to 53% in 2018.

Between 2014 and 2018, federally financed R&D expenditures at FSU and FAMU in all fields averaged around **\$174.6 million per year**. R&D expenditures for the National Science Foundation at FSU and FAMU accounted for an average of 34%; followed by Health and Human Services with 17%.

Sources for Dashboard Data: Florida Department of Economic Opportunity, Labor Market Information, Local Area Unemployment Statistics (LAUS); Bureau of Labor Statistics, Quarterly Census of Employment and Wages (QCEW); Florida Department of Economic Opportunity, Reemployment Assistance Data; Florida Legislature’s Office of Economic and Demographic Research; City of Tallahassee Growth Management Department and Leon County Department of Development Support & Environmental Management; Leon County Clerk of Courts; Tallahassee Board of Realtors; Visit Tallahassee; Tallahassee International Airport; CoStar Property.

Source: National Science Foundation, Higher Education Research and Development Survey (HERD), 2018. Posted February 17, 2020

**Leon County
Board of County Commissioners**

Notes for Agenda Item #9

Leon County Board of County Commissioners

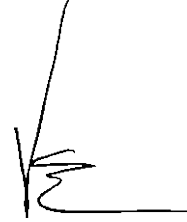
Agenda Item #9

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: FY 2019 County Grant Program Leveraging Status Report



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Financial Stewardship
Lead Staff/ Project Team:	Timothy Barden, Budget Manager Eryn Calabro, Senior Management and Budget Analyst

Statement of Issue:

This item seeks Board acceptance of the FY 2019 grant leveraging status report. Throughout the fiscal year, the County has applied for and received grant funding, supporting County projects and initiatives. Semiannually a status report is prepared to keep the Board apprised of the County grants program and leveraging efforts.

Fiscal Impact:

This item does not have a fiscal impact; however, it details the County's ability to leverage available grant funds. The County's total existing grant awards equal \$55.2 million with a local match of \$9.80 million. The County continues to receive significant grant funding to support the upgrade or elimination of septic tanks in the Primary Springs Protection Zone which require a one-to-one dollar match. With this matching requirement the County's total grant leverage ratio is \$5.58:1; excluding the septic related grants the leveraging ratio is \$15.53:1.

Staff Recommendation:

Option #1: Accept the FY 2019 County Grant Program Leveraging Status Report.

Report and Discussion

Background:

This item seeks Board acceptance of the FY 2019 grant leveraging status report. Traditionally, the County has aggressively sought state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. The Office of Management and Budget coordinates with department liaisons and actively seeks grant funding opportunities throughout the fiscal year. This report represents a summary of grant activities during FY 2019.

Analysis:

The Office of Management and Budget (OMB) regularly seeks, receives and reviews grant opportunities. OMB actively accesses resources, and identifies new resources, for grants and disseminates grant opportunities to County Departments as well as external partners. The County's partnership with Patton Boggs also garners access to recently announced federal funding opportunities. The following narrative describes the major areas of grant activity in FY 2019.

Primary Spring Protection/Sewer Systems

To support the upgrade or elimination of septic tanks in the Primary Springs Protection Zone, Leon County has aggressively pursued state grants to convert septic tanks to sewer systems. The grants cross multiple fiscal years until the projects are completed. In partnering with the Florida Department of Environmental Protection (FDEP), Northwest Water Management District (NWFWMD) and the City of Tallahassee, the County received funding for the Woodside Heights subdivision to eliminate approximately 200 septic tanks. This project is complete and final reporting is being prepared for the grant reimbursement process.

In building on these relationships, Leon County was awarded a \$1.5 million Springs Restoration Grant for the Woodville Septic to Sewer Project which required a \$1.5 million local match. This project is ongoing with design plans at 60% complete and negotiation with FDEP for access across St. Marks Trail.

In addition, the County received a grant award in the amount of \$750,000 from NWFWMD Springs Restoration Grant Program involving the construction of passive onsite sewage treatment and disposal systems in the Wakulla Basin Management Action Plan. This grant was subsequently moved under the management of FDEP and an additional \$750,000 was awarded for a total grant award of \$1.5 million with no local match requirement. This project is focused in Wilkinson Woods and 89 applications were received for participation in this project. This project was advertised for solicitation for contractors to install the systems, with the bid opening February 28, 2020.

The Board also approved acceptance of two Florida Department of Environmental Protection Springs Restoration grants totaling \$4.5 million for sewer system projects in the Northeast Lake Munson and Belair/Annawood neighborhoods located in the primary springs protection zone. The two grants require a \$4.5 million in local match. Belair construction phase is at 90% plans and Annawood construction phase is to be bid in February 2020. NE Lake Munson project is at 90%

plans complete, pending final location for two pump stations. FDEP agreed to a grant increase of \$1.85 million to cover additional project expense, to be matched by County funds. An amendment with FDEP is being prepared for County approval.

In May 2019, FDEP awarded Leon County \$500,000 for a Small Community Wastewater Treatment Grant to support the development of a Wastewater Treatment Feasibility Analysis for the Upper Wakulla River Basin Management Action Plan (BMAP) Focus Area. A wastewater treatment feasibility analysis determines specific technical and financial strategies to upgrade or eliminate septic systems, also known as onsite sewage treatment and disposal systems (OSTDS), to achieve nutrient water quality objectives. Leon County is required to address OSTDS as a result of the Upper Wakulla River BMAP which was adopted by FDEP in January 2019 and includes a septic system remediation plan. This funding supplements the \$500,000 in sales tax funding from Blueprint for the county-wide Comprehensive Wastewater Treatment Facility Plan (CWTFP). A project kickoff meeting was held November 2019 and task one for identifying nitrogen criteria for alternative systems is anticipated to be completed by February 25, 2020.

Furthermore, the Board authorized staff to pursue long-term sewer grant funding offered by FDEP to further reduce nitrogen levels in the primary spring protection zone. Contingent upon legislative appropriation, FDEP anticipates being able to provide Leon County an additional \$21.57 million through 2024 for wastewater projects. These grants would be matched dollar for dollar from the County's share of the Blueprint 2020 Water Quality and Stormwater Improvement sales tax projects. Upon receipt of the next grant, the long-term financing plan will be presented for consideration.

Table 1. Future Sewer Project Funding Anticipated

Project	Grant and 1:1 Match
Woodville Phase 1A Construction Spring FY19-20	\$ 3,750,000
Septic System Upgrades, Springs FY19-20	\$ 500,000
Additional NE Lake Munson Funding FY19-20	\$ 1,850,000
Woodville Phase IB, Construction Spring FY20-21	\$ 5,300,000
Septic System Upgrades, Springs FY20-21	\$ 500,000
Woodville Phase 1C-1 Spring FY21-22	\$ 4,400,000
Septic System Upgrades, Springs FY21-22	\$ 500,000
Woodville Phase 1C-2, Spring FY22-23	\$ 3,775,000
Septic System Upgrades, Springs FY22-23	\$ 500,000
Septic System Upgrades, Springs FY23-24	\$ 500,000
TOTAL	\$ 21,575,000

Hurricane Reimbursements

In total, the County anticipates being reimbursed \$32.6 million for costs associated with recovery efforts associated with Hermine, Irma and Michael. To date, the County has received \$18.9 million in combined Federal and State reimbursement with a balance due of \$13.7 million. Staff anticipates final reimbursements and project close-out in early FY 2021. The following chart reflects the hurricane reimbursements received to date and any balance due from each storm event.

Table 2. Hurricane Reimbursement Funding

Hurricane Reimbursement Funding	Anticipated Reimbursement	Amount Received	Balance Due
Hurricane Hermine	\$ 10,286,533	\$ 9,993,816	\$ 292,717
Hurricane Irma	\$ 1,287,028	\$ 1,284,757	\$ 2,271
Hurricane Michael	\$ 21,091,855	\$ 7,673,512	\$ 13,418,343
TOTAL	\$ 32,665,416	\$ 18,952,085	\$ 13,713,331

Hazard Mitigation Grant Program

The Florida Division of Emergency Management announced over \$302 million in funding available for the Hazard Mitigation Grant Program (HMGP) for the 12 counties affected by Hurricane Michael. Leon County’s (include all entities impacted in the County) share is over \$7 million dollars. The HMGP grant is designated for projects that reduce or eliminate long-term risk to people and property from natural hazards and their effects. The funding is a matching grant and is distributed in tiers. Tier 1 funding is designated for declared counties. Should some funding remain unallocated, a Tier 2 funding process reallocates those funds to those counties whose allocation was not sufficient to fund all eligible projects. In the event funds remain after the Tier 1 and Tier 2 process, any remaining funds will be offered on a statewide basis. Considering the large allocation, the County has proactively compiled a list of eligible projects to submit for all tiers of funding. Applications are due by March 10, 2020. Applicants for the Leon County share include Leon County projects, the City of Tallahassee projects, Leon County Sheriff’s Office projects, Talquin Electric projects, the Big Bend Homeless Coalition, Capital City Youth Services, Refuge House and CESC Health Services.

State Recovery Grant

As a result of the damage from Hurricane Michael, additional funding opportunities were announced. In October the County submitted an application to the Florida Division of Emergency Management for the Hurricane Michael State Recovery Grant Program. This grant program has access to \$25 million in state funds for hurricane repair and recovery related to Hurricane Michael for projects that have insufficient federal funds, private funds, or insurance proceeds available. While many of Leon County’s damages were eligible for funding under FEMA Public Assistance, the recovery grant allows for reimbursement of revenue loss and operating deficit. Due to the timing of the hurricane, the County had to cancel revenue generating events, in particular the FSU Invitational. The cancellation of the FSU Invitational resulted in an estimated \$1.4 million economic loss. This economic loss project was submitted for review under the state recovery grant; however, it was not selected for funding.

Health Care

On September 24, 2018 the Board approved support for the Bond Community Health Center (Bond), Neighborhood Medical Center (NMC), Tallahassee Memorial Healthcare (TMH) and Apalachee Center (Apalachee) request for letters of support and commitment to provide match funding totaling \$697,942 from the FY 2019 Health Care Pool, to allow them access to the state Agency for Health Care Administration (AHCA) Low Income Pool (LIP) funds. LIP funds are federal dollars available to hospitals, rural health clinic, and federally qualified health centers (FQHCs) to assist with primary healthcare services for the uninsured. This year, AHCA requested authorization from the U.S. Center for Medicare and Medicaid Services to utilize LIP funding for behavioral health which would make Apalachee eligible for LIP funding. Matching funds came from the Baker Act and Marchman Act budget of \$638,156. In accordance with the criteria, Leon County funded the match from the FY 2019 Competitive Provider Reimbursement Health Care Pool (with TMH transferring its \$100,00 match to Bond for primary care services to uninsured and indigent residents) and the Baker Act and Marchman Act budget. AHCA then advanced the agencies LIP funds totaling \$1,438,014; along with the County's match funds.

Leon County continues to engage its community partners to ensure County residents have access to quality health care that meets the industry standard. The Board previously approved Apalachee Center's request for a letter of support and commitment to provide \$150,000 in match funding over a five-year period (FY2017-2021) to secure \$1.5 million from the State to establish a Central Receiving Facility (CRF). The CRF, housed on the Apalachee Center campus, began operating in June 2017 and serves as the single point of entry for multiple behavioral health providers. CRF staff conducts initial assessments and triage, as well as provide case management and related services, including jail diversion programs for individuals with mental health or substance abuse disorders.

Mosquito Control

In FY 2019 the County received a grant related to facilitating the control of the mosquito population. FDEP awarded a reimbursable grant, funding up to \$25,000, for Waste Tire Amnesty Events held in April and May. The grant reimburses costs related to the transportation and processing/disposal costs for tires collected during the Waste Tire Amnesty events since old and discarded tires collect water that can become breeding grounds for mosquitoes. This grant reimbursed Leon County \$5,925 for processing/disposal costs and associated transportation costs for tires collected during the amnesty events.

Emergency Medical Services

Consistent with an annual allocation, EMS was awarded two matching grants from the Florida Department of Health. Each grant requires a 25% local match. The first grant is for the purchase of monitoring software in the amount of \$65,572 with a county match of \$21,858 for a total grant of \$87,430. The second grant is for CPR training to the public in the amount of \$35,366 with a county match of \$11,789 for a total grant of \$47,155.

Library Services

In November of 2018, the County submitted an application to The Community Foundation of North Florida for a Knight Foundation Grant for a Multi-City/State Tour of Innovative Public Library Systems for \$15,000. On March 11, 2019, the County was notified that the project was

approved for funding. A focus group comprised of county staff, representatives from the Knight Creative Communities Institute, as well as a representative from the Friends of the Library, conducted on-site visits to five different library systems to explore how these varied library systems have strategized and identified unique ways to maintain and increase the relevancy of libraries. As a result of these tours, the FY 2019-20 Board Retreat included a segment dedicated to the Board's consideration of establishing an action plan to ensure the library's continued relevance and maximization of the library system's resources to address the needs and goals of the community. Implementation of this plan will commence during the FY 2021 budget process.

On April 20, 2019, the County was informed that the Leon County Library was awarded The Big Read Grant in the amount of \$13,243. The Big Read grant is an initiative of the National Endowment for the Arts in partnership with Arts Midwest. The NEA Big Read serves to broaden an understanding of our world, our communities, and ourselves through the joy of sharing a good book. Showcasing a diverse range of contemporary titles that reflect many different voices and perspectives, the NEA Big Read aims to inspire conversation and discovery. The book chosen from the NEA's list was *Borne*, a science fiction novel by Leon County resident and national bestselling author, Jeff VanderMeer. The grant funding supported various projects and events including a keynote presentation by author Jeff VanderMeer on his book, *Borne*.

Emergency Management

On an annual basis, the Emergency Management Division is allocated funding from the State of Florida, Division of Emergency Management for operational Emergency Management grants. In July of 2018, Leon County received \$88,139 for the Emergency Management Performance Grant (EMPG) and \$105,806 for the Emergency Management Preparedness and Assistance Base Grant. These grants are effective July 1, 2018 – June 30, 2019. The grants are cost reimbursement grants that are matched by County funds.

In FY 2019, the State of Florida, Division of Emergency Management, as the pass-through entity for this federal funding, awarded the County two Homeland Security grants. The first grant for \$107,912 effective through August 31, 2019, the second one for \$22,744 effective through August 31, 2020. The grants require no local matching and funds will be accepted on a quarterly reimbursement basis.

The Homeland Security Grant Program is designed to assist the County in facilitating the administration of the County's Emergency Management functions in support of the State Domestic Security Strategic Plan. These grant allocations, as an approved project of the Domestic Security Coordinating Group, will fund the following:

- Sustainment of the WebEOC License held by Leon County,
- Build-out of Geographic Information System (GIS) capabilities of the program,
- Implementation of information management modules within the software.

Supervisor of Elections

The Leon County Supervisor of Elections requires budgetary authority from the Leon County Board of County Commissioners to recognize grant revenues and draw down the grant and matching funds for eligible expenses pursuant to grant guidelines. On an annual basis, the

Supervisor of Elections has been allocated funding through the Federal Election Activities (FEA) Grant. The FEA funding is advanced funding. FEA grant funds received in FY 2018, \$32,070 with a local match of \$4,811, were expended in FY 2019, and the FY 2019 allocation of \$29,921 with a local match of \$4,489, received in April 2019, will be expended in FY 2020.

In addition, the Supervisor or Election received one-time funding of \$80,240 for reimbursable expenses for the April and June 2019 special elections being held to fill the vacant House Seat in District 7. The 2019 special election for House Seat 7 involved approximately 5,900 eligible voters in Leon County precincts 2251, 2253, 2358, 2365, and 2366. The Supervisor of Elections staffed three early voting sites for the 8-day period prior to election days as required by Florida law.

To keep the Board fully apprised of the success of the County's efforts relating to grants, the following reports are submitted to the Commission for FY 2019:

- Leon County Grant Leveraging Report (Attachment #1). This report shows a cumulative total for FY 2019 and displays the project name, the County dollars required to match the grant, the grant dollars allocated to the project, and comments relating to the grant, such as funding source.
- New Grants Received Report (Attachment #2). This report shows the grants that have been received during the fiscal year, the name of the project and the amount of the grant.

OMB continues to pursue and manage grants and coordinate grant related items as necessary to meet the requirements of Leon County. In addition, identified grant opportunities that may be valuable to external partners and agencies that receive County funds, are forwarded along to further assist in leveraging local dollars and enhancing programs and services for Leon County residents.

Options:

1. Accept the FY 2019 County Grant Program Leveraging Status Report.
2. Do not accept the FY 2019 County Grant Program Leveraging Status Report.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Leon County Grant Leveraging Report
2. New Grants Received Report

**TABLE 1: LEON COUNTY GRANTS PROGRAM
GRANTS LEVERAGING SUMMARY - FY2018/2019**

PROJECT	Co. Match	Grant	Total	Comments
Administration - Emergency Management				
Emergency Management SHSGP Federal	0	107,912	107,912	FL Division of Emergency Management
Emergency Management Base Grant - Federal	60,750	88,139	148,889	FL Division of Emergency Management
Emergency Management Base Grant - State	60,750	105,806	166,556	FL Division of Emergency Management
Emergency Management SHSGP Federal	0	22,744	22,744	FL Division of Emergency Management
FEMA Reimbursements for Hurricane Hermine	944,349	10,286,533	11,230,882	FL Division of Emergency Management
FEMA Reimbursements for Hurricane Irma	53,995	1,287,028	1,341,023	FL Division of Emergency Management
FEMA Reimbursements for Hurricane Michael	969,621	21,091,855	22,061,476	FL Division of Emergency Management
subtotal	2,089,465	32,990,017	35,079,482	
Development Support & Env. Management				
Storage Tank Program	0	123,544	123,544	FL Division of Emergency Management
HMGP Waterfront Drive Elevation	0	88,470	88,470	FL Division of Emergency Management
subtotal	0	212,014	212,014	
Human Service & Comm. Partnerships - Housing				
SHIP 2016-2019 (Fund 124)	0	636,425	636,425	FL Housing Finance Corp.
SHIP Housing Counseling Fund (Fund 124)	0	13,899	13,899	FL Housing Finance Corp.
SHIP 2017-2020 (FUND 124)	0	557,844	557,844	FL Housing Finance Corp.
SHIP 2018-2021 (FUND 124)	0	204,040	204,040	FL Housing Finance Corp.
SHIP 2019-2022 (FUND 124)	0	171,786	171,786	FL Housing Finance Corp.
SHIP Hurricane Housing Recovery	0	351,000	351,000	FL Housing Finance Corp.
Florida Hardest Hit Program	0	8,146	8,146	FL Housing Finance Corp.
subtotal	0	1,943,140	1,943,140	
Intervention and Detention Alternatives				
Byrne Grant - Enhanced Pretrial	0	40,000	40,000	FL Dept. of Law Enforcement - JAG
Slosberg Driver Education Act	0	149,169	149,169	\$3 civil traffic penalty for Drivers' Ed.
subtotal	0	189,169	189,169	
Judicial				
Drug Court	0	50,000	50,000	DCF - managed by Court Administration
Veterans Court	0	125,000	125,000	Court Administration
subtotal	0	175,000	175,000	
Library Services				
Library E-Rate Program	0	17,560	17,560	FCC funding
NEA The Big Read 2020	0	13,243	13,243	National Endowment for the Arts
Patron Donation - Library	0	120,623	120,623	Individual patron donations
Capelouto Donation	0	10,000	10,000	Holocaust educational material
Friends Literacy Contract	0	58,196	58,196	501 (C)(3) donation
Great American Read Grant 2018	3,068	2,975	6,043	Florida Humanities Council
Innovative Public Library System Tour -Knight Grant	0	15,000	15,000	Knight Foundation
Friends Endowment - 2005	0	249,103	249,103	501 (C)(3) donation
Van Brunt Library	0	73,341	73,341	Proceeds from Caroline Van Brunt Estate
subtotal	3,068	560,041	563,109	
Primary Healthcare				
Bond Community Health Center Low Income Pool Program	136,765	549,503	686,268	Agency for Health Care Administration
Neighborhood Medical Center Low Income Pool Program	202,815	228,511	431,326	Agency for Health Care Administration
Apalachee Center LIP Behavioral Health	258,362	660,000	918,362	Agency for Health Care Administration
Apalachee Center Central Receiving Facility	150,000	1,500,000	1,650,000	FL Dept of Children and Families
subtotal	747,942	2,938,014	3,685,956	

**TABLE 1: LEON COUNTY GRANTS PROGRAM
GRANTS LEVERAGING SUMMARY - FY2018/2019**

PROJECT	Co. Match	Grant	Total	Comments
Public Safety - Emergency Medical Services				
Equipment	0	104,897	104,897	FL Dept. of Health
Matching Grant M6038	12,009	36,026	48,035	FL Dept. of Health
Matching Grant M6039	11,414	34,241	45,655	FL Dept. of Health
Matching Grant M7019	21,858	65,572	87,430	FL Dept. of Health
Matching Grant M7018	11,789	35,366	47,155	FL Dept. of Health
subtotal	57,070	276,102	333,172	
Public Works				
Big Bend Scenic Byway - Phase 2	18,314	765,817	784,131	FL DOT & Community/County Matches
Mosquito Control	0	53,962	53,962	Mosquito control activities
Smith Creek Bike Lanes	0	110,000	110,000	FL Dept. of Transportation
Smith Creek Bike Lanes Phase II	0	134,205	134,205	FL Dept. of Transportation
Old Bainbridge Road from N. Monroe to Gadsden Line	0	48,750	48,750	FL Dept. of Transportation
Old Bainbridge Road at Knots Lane	0	54,321	54,321	FL Dept. of Transportation
Old Bainbridge Road Improvement at Knots Lane	0	130,647	130,647	FL Dept. of Transportation
Old Bainbridge Road Improvement N. Monroe to Gadsden Line	0	521,400	521,400	FL Dept. of Transportation
Old Bainbridge Road Improvement I-10 to CC NW	0	74,974	74,974	FL Dept. of Transportation
Magnolia Drive Phase 1 Multi-use Trail	0	861,802	861,802	FL Dept. of Transportation
Woodside Heights - Septic to Sewer	850,000	2,800,000	3,650,000	FL Dept. of Environmental Protection
Woodville Sewer (design grant)	1,500,000	1,500,000	3,000,000	FL Dept. of Environmental Protection
Belair-Annawood Septic to Sewer Grant	1,750,000	1,750,000	3,500,000	FL Dept. of Environmental Protection
NE Lake Munson Septic to Sewer Grant	2,750,000	2,750,000	5,500,000	FL Dept. of Environmental Protection
Southwood Payment - Woodville Highway	0	151,001	151,001	Proportionate Share Payment
Waste Tire Amnesty Grant	0	25,000	25,000	FL Dept. of Environmental Protection
CDC Hurricane Relief Mosquito Control	0	60,000	60,000	FL Dept of Health
Robinson Road Flood Relief (legislative appropriation)	0	350,000	350,000	FL Dept. of Environmental Protection
Woodville Heights Sewer (legislative appropriation)	0	75,000	75,000	FL Dept. of Environmental Protection
USEPA Clean Water Campaign Grant	40,000	60,000	100,000	US Environmental Protection Agency
FDEP Springs Restoration Grant	0	1,500,000	1,500,000	FL Dept. of Environmental Protection
Small Community Wastewater Treatment Grant	0	500,000	500,000	FL Dept. of Environmental Protection
subtotal	6,908,314	14,276,879	21,185,193	
Resource Stewardship				
Federal Forestry Title III (Secure Rural Schools)	0	13,374	13,374	Federal USDA
Community Foundation of North Florida	0	1,000	1,000	Annual wreath at the WWII Memorial
BP Horizon Oil Spill	0	746,693	746,693	BP
subtotal	0	761,067	761,067	
Supervisor of Elections				
FY 2018/2019 State Elections Grant	0	80,240	80,240	State of Florida Division of Elections
2017/2018 Federal Elections Grant	0	36,881	36,881	State of Florida Division of Elections
Elections Security Grant	0	231,112	231,112	State of Florida Division of Elections
ALBERT Monitoring Grant	0	13,452	13,452	State of Florida Division of Elections
2018/2019 Federal Elections Grant	0	34,410	34,410	State of Florida Division of Elections
subtotal	0	396,095	396,095	
TOTALS	9,805,859	54,717,537	64,523,397	

**TABLE 2: NEW GRANTS RECEIVED REPORT
FY 2018-2019**

PROJECT	BUDGET			COMMENTS
	Grant	Match	Total	
Smith Creek Bike Lanes phase II	\$134,205	\$0	\$134,205	FL Dept. of Transportation
Waste Tire Amnesty Grant	\$25,000	\$0	\$25,000	FL Dept. of Environmental Protection
CDC Hurricane Relief Mosquito Control	\$60,000	\$0	\$60,000	FL Dept. Of Health
Emergency Management SHSGP Federal	\$22,744	\$0	\$22,744	FL Division of Emergency Management
FY 2018/2019 State Elections Grant	\$80,240	\$0	\$80,240	State of Florida Division of Elections
2018/2019 Federal Elections Grant	\$34,410	\$0	\$34,410	State of Florida Division of Elections
Innovative Public Library System Tour -Knight Grant	\$15,000	\$0	\$15,000	Knight Foundation
Old Bainbridge Rd Knots Lane	\$130,647	\$0	\$130,647	FL Dept. of Transportation
Old Bainbridge Rd County Line	\$521,400	\$0	\$521,400	FL Dept. of Transportation
Old Bainbridge Road Improvement I-10 to CC NW	\$74,974	\$0	\$74,974	FL Dept. of Transportation
Small Community Wastewater Treatment Grant	\$500,000	\$0	\$500,000	FL Dept. of Environmental Protection
NEA The Big Read	\$13,243	\$0	\$13,243	National Endowment of the Arts
Matching Grant M7019	\$65,572	\$21,858	\$87,430	FL. Dept of Health
Matching Grant M7018	\$35,366	\$11,789	\$47,155	FL. Dept of Health
SHIP Trust Fund 2019-2022	\$171,786	\$0	\$171,786	FL Housing Finance Corporation
SHIP Hurricane Housing Recovery	\$351,000	\$0	\$351,000	FL Housing Finance Corporation
FEMA Reimbursements for Hurricane Michael	\$21,091,855	\$969,621	\$22,061,476	FL Division of Emergency Management
Total	\$23,327,442	\$1,003,268	\$24,330,710	

**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

Leon County Board of County Commissioners

Agenda Item #10

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: American Veterans Post 1776 Request for Funding



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Ben Bradwell, Veteran Services Manager

Statement of Issue:

This agenda item seeks Board consideration of a funding request from American Veterans Post 1776 (AMVETS) for an additional \$6,500 for the construction and installation of a Carillon Bell Tower to be placed at the Tallahassee National Cemetery.

Fiscal Impact:

This item has a fiscal impact. Funds are available in the Active Duty Military Grant Program budget to meet this request. AMVETS is requesting an additional \$6,500 for construction and installation of a Bell Tower at the Tallahassee National Cemetery. In April 2019, the County provided \$1,000 to AMVETS from the County's Veteran Services Organization Grant Assistance Program. Approval of this new request will bring the County's total contribution to \$7,500.

Staff Recommendation:

Option #1: Approve the funding request from American Veterans Post 1776 in the amount of \$6,500 for the construction and installation a Carillon Bell Tower at the Tallahassee National Cemetery.

Report and Discussion

Background:

On January 28, 2020, the Board requested an agenda item for consideration of the American Veterans (AMVETS) funding request in the amount of \$7,500 for the construction and installation of a Carillon Bell Tower at the Tallahassee National Cemetery, as indicated in their letter of December 16, 2019 (Attachment #2). In April 2019, AMVETS applied for and received \$1,000 in funding through the County's Veteran Services Organization Grant Assistance Program (VSO Grant Program) for constructing the Bell Tower. The VSO Grant Program provides up to \$1,000 in financial assistance to veteran services organizations that support local veterans. This item considers providing the additional \$6,500.

AMVETS National is a veteran service organization that was chartered by the United States Congress in 1947. In 1949 President Harry Truman dedicated a donated AMVETS Carillon Bell Tower to Arlington National Cemetery in Washington, D.C. to honor World War II veterans. Since that time, AMVETS National, primarily through its local Posts, has donated over 90 Bell Towers throughout the United States to National Cemeteries.

Analysis:

Since 2016, AMVETS Post 1776 located in Leon County, has been working to construct a Bell Tower at the Tallahassee National Cemetery. In August 2016, the Department of Veterans Affairs accepted AMVETS conceptual proposal of a Carillon Bell Tower at the Tallahassee National Cemetery (Attachment #3). The bells on the tower will be for aesthetics only and will not be chimed. The Carillon portion of the Bell Tower will be wired and maintain four large speakers built into the apex of the Bell Tower that will have the capacity to play more than 700 songs including "Taps" the bugle-played song commonly associated with solemn recognition of veterans. The recorded music will only be played during normal business hours of the Tallahassee National Cemetery, 8 a.m. to 5 p.m. Monday through Friday.

AMVETS estimates the total cost of the Bell Tower to be approximately \$100,000 for engineering, manufacturing, delivery, local construction and installation. AMVETS has raised approximately \$40,000 and is seeking a total of \$7,500 each from the County and the City. The City approved funding in the amount of \$7,500 at their February 12, 2020 meeting. If the County provides an additional \$6,500 this will bring the County and City contribution level to \$7,500 each, and allow AMVETS to secure matching funds from its national office.

The Board allocated \$50,000 in FY 2020 for the Active Duty Military Grant Program which offers local military personnel assistance with ad valorem taxes when they are activated to serve in a military conflict. Typically, applications for the Active Duty Military Grant Program are received within the first quarter of the fiscal year; however, no applications have been received for FY 2020. Over the past five years requests for these grant funds have been minimal and the total allocation each year has not been expended for this Program.

Considering the historically low number of applications for the Active Duty Military Grant Program, in 2017 staff recommended, and the Board authorized the use of any remaining Active Duty Military Grant funds for the Veteran Emergency Assistance Program (VEAP). Adequate funding remains available to meet all VEAP requests should the Board approve the realignment of \$6,500 from Active Duty Military Grant to assist with the Bell Tower Project.

Upon Board approval, staff will enter an Agreement with AMVETS outlining the use of the funds specifically for the purpose of constructing a Bell Tower at the Tallahassee National Cemetery. The funds will be released after the Agreement has been executed.

Options:

1. Approve the funding request from American Veterans Post 1776 in the amount of \$6,500 for the construction and installation a Bell Tower at the Tallahassee National Cemetery.
2. Do not approve the American Veterans Post 1776 funding request.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. American Veterans Post 1776 Funding Request Letter of December 16, 2019
2. Composite of the proposed Carillion Bell Tower



AMVETS Post 1776, Inc.
P.O. Box 16225
Tallahassee, Florida 32317-6225
Website: www.amvets1776.org



December 16, 2019

Bryan Desloge
Chairman, Leon County Commission
301 South Monroe Street, 5th Floor
Tallahassee, Florida 32301

Dear Chairman Desloge:

Thank you for meeting with Randy Miller and myself last week regarding our request for the Leon County Commission to assist our local AMVETS Post 1776 in raising funds for a Bell Tower/Carillon project we are currently working on for the Tallahassee National Cemetery.

As you know the Tallahassee National Cemetery was dedicated on May 22, 2015 with Mary Ann Lindley, Chairwoman of the Leon County Commission providing remarks. The Tallahassee National Cemetery has since become quite a memorial for our veterans here in Leon County and the surrounding Big Bend area. Our National Cemetery became the eighth national cemetery in Florida and is quickly becoming a major attraction for visitors and family members of veterans in our area. We have interred over 1,600 veterans to date, some with their wives, and have provided a memorial that frequently provides ceremonies honoring veterans during events commemorating Memorial Day, POW/MIA day, the 50th Anniversary of Vietnam (a ten year celebration) and many other events of some significance to veterans and their families throughout our Big Bende area.

Our AMVETS National is a veteran service organization that was chartered by the United States Congress in 1947. In 1949 President Harry Truman dedicated a donated AMVETS Bell Tower/Carillon to Arlington National Cemetery in Washington, D.C. Since that time, AMVETS National, primarily through its local Posts, have donated over 90 Bell Tower/Carillons throughout the United States to our National Cemeteries and even more throughout the world. There are currently 137 national cemeteries.

AMVETS Post 1776 is a 501(c)19, a tax exempt, private nonprofit veterans service organization. On March 5, 2016 we submitted a concept proposal to donate a Bell Tower/Carillon to the Tallahassee National Cemetery and the National Cemetery Administration (NCA) of the Veterans Administration. On August 18, 2016 the Department of Veterans Affairs, office of NCA Design and Construction accepted our conceptual proposal the Tallahassee National Cemetery.

The cost of engineering, manufacturing, delivery, and local construction and installation approximates \$100,000.00. This includes a mandatory reserve fund of at least 10 percent set aside for perpetual maintenance of the Bell Tower/Carillon. Even though it is a donated item, our AMVETS local Post is responsible for its perpetual care. The Carillon, the computerized music component of this project will have a capacity to have a playlist of over 700 songs and is programmable to play TAPS every evening and any other songs of its playlist on demand. The Carillon portion of the Bell Tower is wired and maintains four large speakers built into the apex of the Bell Tower.



AMVETS Post 1776, Inc.
P.O. Box 16225
Tallahassee, Florida 32317-6225
Website: www.amvets1776.org



As Randy and I discussed in our meeting with you, our Post has raised most of the monies we need to show as the 50 percent match funds we need to raise towards our National organization's commitment. We have raised almost \$40,000 and are seeking another \$15,000.00 to reach our goal including the mandatory reserve. We are currently raising funds and have had some success with individual veteran buy in and have had some major corporate buy in to our project. We are close to our goals and have a contract with Campbellsville Industries of Kentucky that has been signed along with a local engineering firm, Barkley Engineering, that will be signing off and certifying all the mechanical drawings from Campbellsville. Barkley Engineering performed the original design of the Tallahassee National Cemetery and we are proud to have them on board.

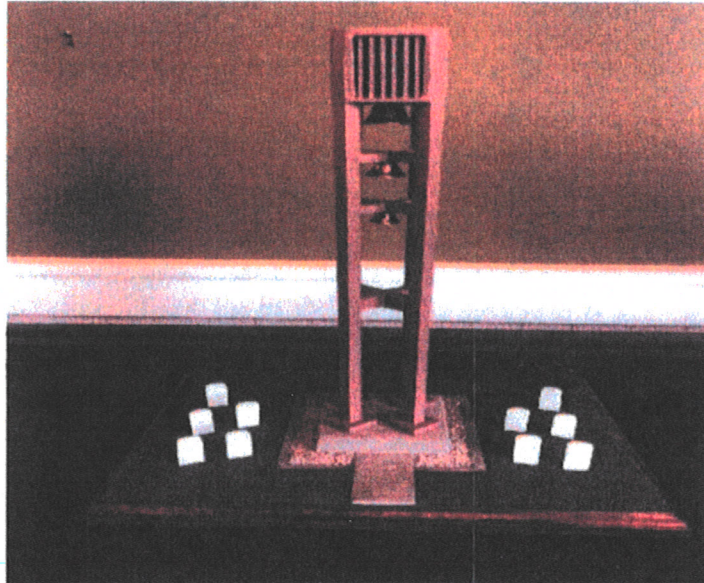
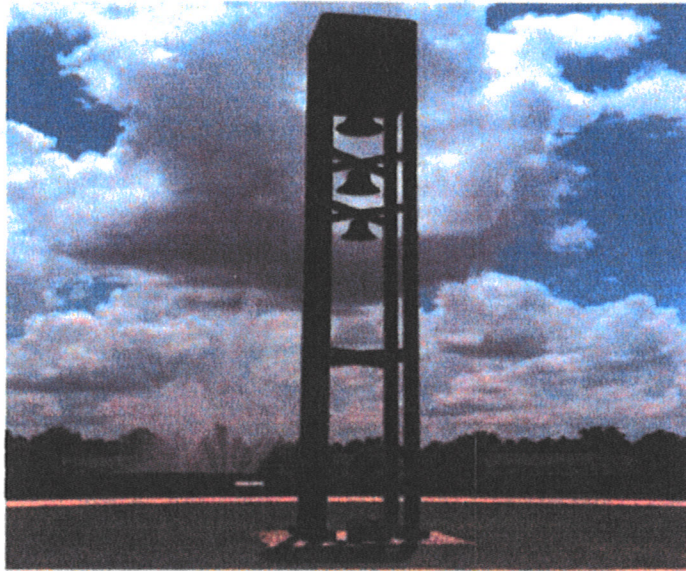
Please consider this letter as a request for the Leon County Board of County Commissioners to contribute at least \$7,500.00 towards the manufacturing, delivery, construction and installation of our Bell Tower/Carillon project. With your contribution, you will become a major contributor to our project, one that will forever recognize Leon County Commission as contributing to and supporting our veterans. Should there be any questions, we will be more than happy to provide any additional information that you may need and would be available to appear before the full Commission if you desire. Thank you in advance for your considerations.

Respectfully submitted

Gordon Lightfoot
Commander
AMVETS Post 1776, Inc.
(850) 322-6924 cell

Cc: Randy Miller, Chair, Bell Tower/Carillon Planning Committee
AMVETS Post 1776 Board

AMVETS Post 1776 – CARILLON PROJECT



**Top - Jacksonville National Cemetery Carillon
Bottom - a scale model of the AMVETS
sponsored carillon is on display at the
Tallahassee National Cemetery.**

**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

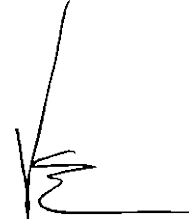
Agenda Item #11

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on City of Tallahassee Actions Taken on the Community Human Services Partnership (CHSP) Needs Assessment



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Human Services and Community Partnerships

Statement of Issue:

This agenda provides a status report requested by the Board on the actions taken by the City Commission regarding the Center for Health Equity's Community Human Services Partnerships (CHSP) Needs Assessment.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the status report on the actions taken by the Tallahassee City Commission on the Community Human Services Partnership Needs Assessment.

Report and Discussion

Background:

On January 28, 2020, the Board was presented the Community Human Services Partnerships (CHSP) Needs Assessment Report that was conducted by the Center for Health Equity (CHE), along with several options prepared by County staff to improve the CHSP process and to optimize our limited human services funding to address the greatest human services needs of our community (Attachment #1). At that time the Board approved the following options:

- Create a new CHSP Promise Zone category funded by both the County and City by expanding the Promise Zone area to include additional high poverty census tracts (generally found in the 32304 area), and direct staff to provide options for the level of County funding for CHSP and the Promise Zone to be considered as part of the upcoming budget process.
- Refine the outcome measures presented in the Needs Assessment with human service stakeholders to be implemented in the second year of the upcoming cycle.

It is important to note that with the exception of the Promise Zone category, the Board's action maintained the existing CHSP human service categories and current funding allocations assigned to each category.

Subsequently, on January 29, 2020, the City Commission was presented the CHSP Needs Assessment Report and provided similar options by City staff as presented in the agenda item. The City Commission approved the following options:

- Direct the City Manager that the current CHSP human service categories and funding formulas for those categories be maintained for the upcoming CHSP funding cycle.
- Approve the proposed expansion of the Promise Zone boundaries to include additional low-income census tracts with the condition that the County provides additional funding to support Promise Zone funding category.
- Direct the City Manager to coordinate with the County to review the proposal from the Askew School of Public Policy to develop additional analysis and recommendations regarding the Needs Assessment and provide the City Commission with any recommendations for further action.

On February 11, 2020, the Board requested a status report on the options approved by the Board and the City Commission.

Analysis:

Based on the options approved the Board and City Commission, the Promise Zone will be expanded to include additional high poverty census tracts, upon Board approval of funding within the category. As directed by the Board, staff will provide options for the level of County funding for CHSP as well as the Promise Zone, to be considered as part of the maximum discretionary funding levels for FY 2021 in March. Due to the actions taken by the Board and City Commission

respectively, the remaining CHSP human service categories and funding allocations to the categories will remain the same.

The Board also approved the option to refine the outcome measures presented in the Needs Assessment with human service stakeholders, to be implemented in the second year of the upcoming cycle (FY 2021-22). This would ensure adequate time for staff to engage CHSP agencies, Citizen Review Team volunteers, and other human service stakeholders to evaluate and implement the outcome measures and reporting tools to track the necessary data to assess CHSP funded programs. Staff will also work with Dr. Gary VanLandingham, Professor at the Askew School for Public Administration and Policy, to work with the human services partners to develop the outcome measures. Dr. VanLandingham conducted a peer review of the CHE Needs Assessment to ensure its validity and he also serves on the Request for Quote (RFQ) Committee that selected CHE to perform the needs assessment. Although the City Commission did not approve the option regarding the outcome measures, County staff will continue to work with City staff to develop the outcome measures for CHSP with the stakeholders and Dr. VanLandingham.

The City Commission approved the additional option, which the Board considered and did not approve at the January 28, 2020 meeting, to contract with FSU's Askew School as presented in Dr. VanLandingham's peer review, to build on the Needs Assessment conducted by CHE and develop additional analysis and recommendations on the CHSP categories and funding allocations. The recommendations associated with this option would be presented in 12-18 months and therefore no changes would be incorporated into the upcoming two-year funding cycle (FY 2020-21 and FY 2021-22). The option approved by the City Commission to contract with FSU's Askew School, is contingent on participation and coordination with the County.

At the January 28, 2020 meeting, the Board reviewed and considered the proposal to contract with the Askew School to continue with the needs assessment process and decided not to move forward with this option. As presented in the January 28, 2020 agenda item, it is important to understand the nature and limitations of needs assessments and that few communities make significant changes to their funding prioritization based on these needs assessments. While needs assessments are commonly conducted by communities to determine their highest human service needs, the studies themselves are not typically used to make wholesale changes or across the board reprioritization of human services funding. The research does indicate that needs assessments serve as an important resource for stakeholders and policymakers to help inform more targeted changes to human services funding to address specific needs or trends. The Board's approval to expand the Promise Zone to include additional census tracts in the 32304 area is consistent with the approach of addressing specific needs or trends found in other communities.

However, should the Board wish to reconsider the Askew School proposal, staff would bring back an agenda item for its consideration. The agenda item would provide further information for the Board to consider for engaging the Askew School, developing a workgroup, and a preliminary timeline on any changes to the CHSP categories and funding allocations which would not occur until FY 2023 at the earliest. Ultimately, recommendations regarding funding percentages for human service categories would most likely result in the reallocation of funds and impact existing programs funded through CHSP in the following cycle.

Options:

1. Approve the status report on the actions taken by the Tallahassee City Commission on the Community Human Services Partnership Needs Assessment.
2. Direct staff to bring back an agenda item to consider coordinating with the City of Tallahassee to engage the FSU Askew School of Public Policy to provide technical assistance and support a workgroup of community stakeholders in order to develop additional analysis and recommendations regarding the Needs Assessment for the funding cycle beginning in FY 2023.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. January 28, 2020 Agenda Item on the Community Human Services Partnership Needs Assessment

Leon County Board of County Commissioners

Agenda Item #19

January 28, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Community Human Services Partnership Needs Assessment

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Office of Human Services and Community Partnerships Nicki Paden, Management Analyst

Statement of Issue:

This agenda item presents the Center for Health Equity’s Human Services Needs Assessment Final Report (Attachment #1). The report, and the broader analysis provided herein, offer various options for Board consideration in our continuous efforts to improve the Community Human Service Partnership (CHSP) process and to optimize our limited human services funding to address the greatest human services needs of our community.

Fiscal Impact:

This item has a fiscal impact related to the biennial budgeting and annual allocation of CHSP funding as determined by the Board.

Staff Recommendation:

Option #6: Board direction

Title: Community Human Services Partnership Needs Assessment
January 28, 2020
Page 2

EXECUTIVE SUMMARY

For more than 20 years, the County and City of Tallahassee (City), have partnered in the Community Human Service Partnership (CHSP) to provide a “one stop” process for human services grant funding to our community human service agencies. CHSP engages dozens of citizen volunteers and human services agencies in a continuous process to plan and fund programs that serve to improve the quality of life of the citizens most in need in Leon County.

From 1997 until 2018 (21 years) the process included the United Way of the Big Bend (UWBB). However, in August 2016, UWBB notified the County and City that they would disengage from CHSP and implement an independent human services grant and funding process effective FY 2019. Soon after the UWBB’s decision, the Board adopted a memorandum of understanding with the City in December 2017 reaffirming local governments’ commitment to the collective countywide human services evaluation and funds distribution process through CHSP. As requested by the agencies, the MOU also established a two-year funding cycle for CHSP which commenced in FY 2019. It was also decided by the County and City Commissions at that time that the new CHSP process would benefit from a comprehensive human services needs assessment to help inform the funding entities (County and City) relative to community needs, human services categories, funding prioritization, and outcome measures. In July 2018, with the support of our human service partners, staff recommended, and the Board approved, partnering with the City in issuing a request for qualifications (RFQ) for consulting services to:

- 1) Conduct the human service needs assessment.
- 2) Align Community Human Services Partnerships (CHSP) human services categories to the highest human service needs identified in the needs assessment.
- 3) Align funding allocations to the CHSP human services categories based on the needs assessment.
- 4) Establish potential uniform outcome measures for each CHSP human services categories.
- 5) Establish how frequently the CHSP human services categories and funding allocations should be re-evaluated to ensure that they continue to address the highest needs in the community.

In 2018, following a request for qualification process, the County and City contracted with the Center for Health Equity, Inc. (CHE) to conduct the needs assessment and provide recommendations in response to the scope of services outlined above. Over a twelve month period CHE developed their report (Attachment #1) which involved conducting UPHS and agency focus groups, multiple surveys of community members and agencies, analyzing community data sources and concluded with the following recommendations:

- Proposed a revised list of CHSP human services categories which includes several new categories and modifications to existing categories that align with the highest community needs identified in their study: poverty, affordable housing, mental health, and homelessness.
- Developed proposed funding allocations for the revised categories which took into consideration the cost of the services being provided, gaps in existing services, and community input.

Title: Community Human Services Partnership Needs Assessment
January 28, 2020
Page 3

- Expand the Promise Zone area to include additional very high poverty census tracts (poverty rates that are higher than 40%; the County's overall poverty rate is 20.5%.) The current Promise Zone includes 11 census tracts; CHE proposes including a total of seven more that are either fully or partially located in the 32304 zip code.
- Developed three outcome measures for each CHSP human services category. Any agency receiving funding in the category would report on these measures. In addition, CHE provided three outcome measures for all agencies to report on across all CHSP categories.
- Provided a recommendation that the needs assessment study should be updated every three years to ensure that the categories and funding allocations continue to address the highest needs in the community.
- Recommend additional funding for CHSP to meet the growing human service needs of the community.

However, it is important to note that while these were CHE's recommendations, CHE did provide a supplemental recommendation that the Board not proceed with changing the funding allocations at this time. Specifically, CHE's report states:

- The evaluators conducted and completed all the required tasks and deliverables identified in the scope of work associated with the 2019 CHSP Needs Assessment. In this needs assessment process, the evaluators utilized sound methodological approaches and produced valid results. In response to peer reviewer comments and for future funding allocation considerations, the evaluators recommend the City/County consider the following policy decisions as it relates to the identification of funding allocation: (1) Form a workgroup, potentially with community stakeholders, to inform the allocating of human services partnership funding among human services areas; (2) Utilize an internally developed City/County allocation method.

In considering CHE's recommendations it is important to understand the nature and limitations of such needs assessments and why so few communities make significant changes to their funding prioritization based on these needs assessments. Staff conducted a detailed analysis of nine needs assessments from around the nation and found similar approaches to research design and methodology and the collection of qualitative data (i.e. focus groups, surveys, etc.) and quantitative or secondary data (i.e. census data, unemployment data, etc.) to determine the highest needs in the community. However, while needs assessments are commonly conducted by communities to determine their highest human service needs, the studies themselves are not typically used to make wholesale changes or across the board reprioritization of human services funding. Similar results were found by Pinellas County and the University of South Florida (USF) in a review of 28 needs assessments. The research does indicate that needs assessments serve as an important resource for stakeholders and policymakers to help inform more targeted changes to human services funding to address specific needs or trends. Some jurisdictions used the results of their need assessments to identify a limited number of priority areas to provide additional funding and then measured and tracked the progress overtime to assess the impact of their investment.

In addition to the analysis of other needs assessments, Dr. Gary VanLandingham, Professor at the Askew School for Public Administration and Policy and former Director of the Florida

Title: Community Human Services Partnership Needs Assessment
January 28, 2020
Page 4

Legislatures Office of Program Policy Analysis and Government Accountability (OPPAGA) was engaged to conduct a peer review of the needs assessment to provide an additional independent evaluation of the needs assessment's methodology and findings. The peer review evaluates the methodology utilized by CHE to collect the data and formulate its findings and recommendations. Dr. VanLandingham also served on the RFQ Committee that selected CHE. According to the peer review, the needs assessment utilizes a reasonable approach and methodology for collecting data. However, the peer review found insufficiencies with the methodology utilized for developing the funding allocations of the CHSP categories which are described later in the item. In summary, the peer review recommends additional analysis prior to implementing new categories or funding allocations.

CHE's Needs Assessment was more extensive than what is typical for these types of studies and provides tangible guidance to make incremental improvements in the CHSP process. However, the data may still be insufficient to recommend a full realignment of funding. CHE's recommendation to expand the Promise Zone to include additional high poverty areas is recommended at this time. In addition, CHE provided proposed outcome measures for each CHSP funding category; with additional refinement, these measures could be implemented in the second year of the upcoming CHSP funding cycle.

CHE's Needs Assessment report and the broader analysis provided throughout this agenda item, offer several options for Board consideration in our continuous efforts to improve the CHSP process and to optimize our limited human services funding to address the greatest human services needs of our community. The following options are not mutually exclusive, and the Board may wish to select several options depending on how the Board wants to proceed for the upcoming cycle, as well as future funding cycles.

1. Create a new CHSP Promise Zone category funded by both the County and City by expanding the Promise Zone area to include additional high poverty census tracts (generally found in the 32304 area), and direct staff to provide options for the level of County funding for CHSP and the Promise Zone to be considered as part of the upcoming budget process.
2. Refine the outcome measures presented in the needs assessment with human service stakeholders to be implemented in the second year of the upcoming cycle.
3. Update the needs assessment report for the funding cycle beginning in FY27 to ensure the County's limited human services funding continues to address the greatest human services needs of our community.
4. Direct staff to prepare an agenda item for the Board to consider engaging the FSU Askew School of Public Policy to provide technical assistance and support to a work group of community stakeholders in order to develop additional analysis and recommendations regarding the needs assessment for the funding cycle beginning in FY23.
5. Maintain the current funding categories and allocations for the next two-year CHSP funding cycle (FY21 & FY22).

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Report and Discussion

Background:

This agenda item presents the Center for Health Equity's (CHE) Human Services Needs Assessment Final Report (Attachment #1), a summary of a peer review of the report and a comparative analysis of how other communities develop and utilize needs assessment reports. CHE's report and the broader analysis presented in this agenda item provide the Board several options for consideration in our continuous efforts to improve the CHSP process and to optimize our limited human services funding to address the greatest human services needs of our community.

For over 20 years, the County and City of Tallahassee (City), have partnered in the Community Human Service Partnership (CHSP) to provide a "one stop" process for human services grant funding to our community human service agencies. CHSP engages dozens of citizen volunteers and human services agencies in a continuous process to plan and fund programs that serve to improve the quality of life of the citizens of Leon County. From 1997 until 2018 the process included the United Way of the Big Bend (UWBB). However, in August 2016, UWBB notified the County and City that they would disengage from CHSP and implement an independent evaluation and funding process effective FY 2019. Subsequent to the United Way's announcement of their intent to disengage from the CHSP, the Board adopted a memorandum of understanding with the City in December 2017 reaffirming local governments' commitment to the collective countywide human services evaluation and funds distribution process through CHSP (Attachment # 2).

In addition to reaffirming the County and City commitment to CHSP, the MOU also includes several enhancements to the process. As requested by the agencies, the MOU established a two-year funding cycle to reduce the administrative burden of the agencies filling out applications every year and providing them funding certainty for a two-year period. The MOU also directed the re-evaluation of the human services categories and funding allocation for the FY 2020-21 and FY 2021-22 funding cycle to ensure CHSP continues to address the highest human service needs in the community. With the support of our human service partners, staff recommended, and the Board approved that the County and City utilize a professional consultant to conduct a needs assessment. In July 2018, the Board approved partnering with the City in issuing a request for qualifications (RFQ) for consulting services to:

- 1) Conduct a human service needs assessment.
- 2) Align Community Human Services Partnerships (CHSP) human services categories to the highest human service needs identified in the needs assessment.
- 3) Align funding allocations to the CHSP human service categories based on the needs assessment.
- 4) Establish potential uniform outcome measures for each CHSP human services categories.
- 5) Establish how frequently the CHSP human services categories and funding allocations should be re-evaluated to ensure that they continue to address the highest needs in the community.

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In August 2018, an RFQ evaluation committee was formed. The evaluation committee was comprised of County and City staff; Dr. Gary VanLandingham, a Professor in Florida State University's Askew School of Public Administration and Policy and former Director of the Florida Legislatures Office of Program Policy Analysis and Government Accountability (OPPAGA); Dr. Robin Perry, a Professor in Florida A&M University School of Social Work, and Amber Tynan, the Executive Director for United Partners for Human Services (UPHS). After reviewing the applications and hearing presentations from the three consultants that responded to the RFQ, the committee unanimously selected the Center for Health Equity (CHE). In December 2018, the County and City entered into a joint contract with CHE. An initial draft of the Needs Assessment was submitted in August 2019. Following review by staff, human service stakeholders, and a peer review, a final report of the Needs Assessment was received on January 8, 2020.

As found in the analysis section, to provide the Board additional context on how needs assessments are generally performed and utilized by local governments, staff conducted an extensive review of other community needs assessments. In addition, given the technical nature of CHE's report and the resulting policy implications of modifying CHSP funding categories and funding allocations, staff engaged Dr. VanLandingham to conduct a peer review of the study. The peer review evaluated the methodology utilized by CHE to collect the data and formulate its findings and recommendations.

This agenda item presents CHE's human services needs assessment final report and options for the Board to consider which advance the following FY2017-FY2021 Strategic Initiatives:

- *Work with the City of Tallahassee to develop a new CHSP process in-light of the United Way's decision to conduct a separate funds distribution process. (2016-27)*
- *Conduct a comprehensive human service needs assessment in order to align CHSP funding with the highest human services needs in the community. (2018-9)*

These particular Strategic Initiatives align with the Board's Quality of Life and Governance Strategic Priorities:

- *(Q4) Support and promote access to basic health and welfare services to our community members most in need.*
- *(G1) Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.*
- *(G5) Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner.*

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Analysis:

The Analysis section presents four sections as follows:

- **CHE's Human Service Needs Assessment Report:** This section includes a summary of the methodology, findings and recommendations followed by staff's analysis and subsequent recommendations.
- **Peer Review of CHE's Report:** This section provides a summary of the peer review which evaluated the validity of the methodology, findings, and recommendations of CHE's report.
- **Review of Other Needs Assessments:** This section provides a comparative analysis of methodologies utilized by other communities in developing needs assessment reports and how these communities utilized these reports.
- **Conclusion and Options for Board Consideration:** This section provides several options in support of our continuous efforts to improve the CHSP process and to optimize our limited human services funding to address the greatest human services needs of our community.

CHE's Human Service Needs Assessment Report

As outlined in the background, CHE was contracted by the County and City to:

- 1) Conduct a human service needs assessment.
- 2) Align Community Human Services Partnerships (CHSP) human services categories to the highest human service needs identified in the needs assessment.
- 3) Align funding allocations to the CHSP human service categories based on the needs assessment.
- 4) Establish potential uniform outcome measures for each CHSP human services categories.
- 5) Establish how frequently the CHSP human services categories and funding allocations should be re-evaluated to ensure that they continue to address the highest needs in the community.

In developing their report, CHE incorporated a standard method for conducting the needs assessments. As discussed later in this agenda item, both the peer review and the review of other jurisdictions concur that CHE's methods are common approaches for these types of analyses. CHE's approach utilized extensive input from human service stakeholders and the community. CHE used six separate approaches to collect data from human service stakeholders and the community including: focus groups, interviews, stakeholder survey, resident survey, inventory of existing services, and service gaps questionnaire.

Staff and CHE actively engaged the agencies and United Partners for Human Services (UPHS) throughout the process:

- The agencies provided information and expertise which became the foundation of the broader community survey developed by the consultant. In addition, the agencies provided input on the consultant's outreach effort identifying individuals and organizations that should be included; and provided data and studies that the consultant utilized to formulate

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its findings and recommendations. The focus group process was designed to ensure the consultants leveraged the knowledge of the agencies providing the services.

- UPHS and the agencies also were integral to the survey data collection process. First, the UPHS agencies themselves were requested by the consultant to complete the agency stakeholder survey and the gap analysis surveys. Second, the UPHS agencies were requested to assist in distributing the community survey to their clients to increase survey participation. The surveys provided qualitative data on the greatest needs in the community.
- UPHS and the agencies also provided preliminary feedback on the draft report.

To ensure the most comprehensive assessment of needs, CHE gathered data through multiple methods and a variety of data sources. According to CHE, 55 individuals participated in the focus groups that represented human services agencies, CHSP agencies, CHSP citizen volunteers, and UPHS agencies. The focus groups and interviews served as the foundation for community surveys developed and distributed by CHE April through May 2019. Two additional surveys were developed: one for stakeholders (i.e. human service agencies) and one for Leon County residents. There were 68 respondents to the stakeholder survey and 404 respondents to the residents survey. According to CHE, the response rates to the surveys met or exceeded industry standards. The respondents of the surveys represented a cross section of the community in terms of age, race, gender, geographic, profession, and education. CHE states 49 agencies participated in the service gaps questionnaire that represented youth services, healthcare services, and other human service agencies.

Following the collection of data from stakeholders and the community, CHE collected secondary data from valid sources such as the U.S. Census and Florida Department of Education to identify consensus between established community data (i.e. poverty rate, demographics, etc.) and the responses provided in the surveys. The combination of input from human service stakeholders and the community and secondary data sets led to the development of CHE's findings and recommendations.

CHE's Needs Assessment Findings and Recommendations

Based on the results of CHE's data collection and analysis, the report includes three key findings:

Finding 1: The highest areas of needs in the community are: Poverty, Affordable housing, Mental health, and Homelessness.

Finding 2: There are 18 census tracts with the highest poverty in the community.

Finding 3: The college student population significantly impacts the poverty rate of the 32304- zip code.

CHE used these findings as the basis to develop recommendations for proposed CHSP human service categories and funding allocations. The following provides a summary of CHE's recommendations, including staff's analysis and recommendations for Board consideration. The needs assessment also has one additional finding and supplemental recommendations which are

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included in the Report (Attachment #1, pg. 10 & 11). The finding and supplemental recommendations were developed from input and feedback that CHE received from focus groups, interviews, and the peer review. The supplemental recommendations are addressed through staff's recommendations in this item or will be addressed by staff operationally through CHSP. As a result, the supplemental recommendations do not require any additional action from the Board.

CHE's Recommendation #1: Modify the CHSP Human Service Categories

According to CHE, based on the data collected, the highest areas of need in the community are poverty, affordable housing, mental health, and homelessness. As shown in the Report, CHE proposes the modification of the current needs assessment categories to include three new categories: Mental Health & Substance Abuse to address mental health, Transitional Housing/Permanent Housing to address affordable housing and homelessness, and Job Prep, Placement, & Adult Education to address poverty (Attachment #1, pg. 67). CHE also recommends either maintaining or combining the remaining existing human service categories. According to CHE's report the proposed categories align with community needs based on their analysis of the data, existing services and current gaps in services.

To further address poverty, the needs assessment proposes the expansion of the Promise Zone area to include additional census tracts with poverty rates that are higher than 40%; the County's overall poverty rate is 20.5%. The current Promise Zone Category is funded by the City and supports programs and services exclusively in 11 census tracts with high concentration of poverty. CHE proposes expanding the category to include seven more census tracts for a total of 18 (Attachment #3). For comparison, the County has a total of 68 census tracts. The additional census tracts are either fully or partially located in the 32304 zip code.

In February 2019, the Board directed CHE to analyze and make recommendations to address poverty and illiteracy in the 32304 zip code. CHE found that the college student population significantly impacts the poverty rate of the 32304 zip code. According to CHE's data, 63.1% of 32304 population is between the ages of 18-24 years old which is significantly higher than the overall County percentage of 22.6% for this age group. The needs assessment describes the poverty that the college student population experience as transitional and temporary. Residual poverty describes residents born within the 32304 zip code that remain in poverty due to limited opportunities in the areas of education, health, and employment. Therefore, CHE recommends that the expanded Promise Zone Category fund programs designed to address the needs of residual poverty. The current Promise Zone includes five census tracts in the 32304 zip code and currently funds programs that provide services in the areas of youth services, family services, job training/placement, and health services. Two-thirds of the expanded Promise Zone would include census tracts that are fully or partially located within the 32304 zip code.

Staff Analysis: CHE's Recommendation #1 – Modify the CHSP Human Service Categories

As presented in the review of other needs assessment later in this item, needs assessment reports typically identify the highest needs of the community, but then allow the policy makers the ability to determine which areas to fund and at what level. In addition, as indicated by the peer review, in establishing the proposed categories CHE's needs assessment did not take into consideration funding outside of the CHSP process. Meaning all of the community needs identified by CHE were aligned into either new or revised CHSP categories to be funded through the CHSP process.

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However, the County (and City) currently invest significant resources to address many of the highest needs outside of the CHSP process: Apalachee Center for mental health, SHIP funding for affordable housing, etc. There are a number of reasons this funding occurs outside of the CHSP process: the County or City is directly providing the service, funding is paying for capital projects (which are not eligible for CHSP funding), per Florida law the County is required to fund the program, or the County is contracting with a vendor to provide the service. Additional analysis may determine that if any additional funding is committed to these needs the funding should continue to occur outside of CHSP.

For example, with regard to affordable housing, the County provides significant funding and resources outside of the CHSP process. Through the State Housing Initiative Partnership (SHIP), the County was allocated \$526,000 for FY 2020 for housing rehabilitation services, down payment assistance, emergency housing repair, and rental rehabilitation. Based on the recommendations of the affordable housing workgroup, the Board adopted a strategic initiative that has led to the creation of the Community Land Trust, bringing Purpose Built Communities to support the Orange Avenue Apartment redevelopment, and the establishment of the Housing Leadership Council of Tallahassee-Leon County. Additionally, the County partners with the Housing Finance Authority of Leon County (HFA) to utilize surplus County properties to create additional affordable housing or support other housing initiatives.

CHE's recommendation also proposed the establishment of a mental health and substance abuse category. However, as with affordable housing, the County currently provides significant resources outside of CHSP which were not contemplated by CHE. Through the Primary Healthcare Program, the County contracts with Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc. to provide mental health services to low-income residents in the amount of \$264,753. The funding is also utilized to leverage \$1.5 million annually from the State of Florida to Apalachee Center's Central Receiving Facility to provide a single point of entry for emergency behavioral health services in the community. Additionally, the County provides \$638,156 annually to Apalachee Center for mental health and substance abuse services through the Baker and Marchman Act. Over the past two years, a portion of the County's Baker and Marchman Act funding has been utilized to leverage an additional \$1.3 million in Low Income Pool federal funding to provide enhanced mental health services to low-income Leon County residents which is equal to the County's annual CHSP funding level.

Finally, regarding homelessness, both the County and City have made significant capital investments to assure the ongoing success of the Kearney Center. The County originally committed \$500,000 in capital funding for the construction of the facility. Last fiscal year, the County again committed an additional \$500,000, to be paid \$100,000 over five years. This brings the County's total capital funding over a ten-year period to \$1.0 million.

The County and City are providing significant resources to address many of the highest needs identified by CHE (mental health, affordable housing and homelessness) countywide outside of the CHSP process. As noted by the peer reviewer while other funding is a factor that could be considered in establishing fund allocations, CHE did not take this into consideration as part of their needs assessment. Without a complete analysis of all outside funding for these needs, staff does not recommend the creation of the new categories currently. However, CHE's recommendation

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to expand the Promise Zone presents an opportunity to focus County resources through CHSP in areas that have historically experienced high residual poverty rates and address one of the highest needs identified in the needs assessment. Therefore, staff's analysis recommends the following:

- Create a new CHSP Promise Zone category funded by both the County and City. This item recommends that the Board consider the appropriate level of County funding for CHSP and the Promise Zone category as part of the County's FY 2021 budget process. The Board would consider setting the maximum funding for CHSP (including the Promise Zone) as part of the maximum discretionary funding level agenda item in March.
- Expand the definition of the Promise Zone to include additional census tracts that consistently have poverty rates that are higher than the County's overall poverty rate; all of the new census tracts are either partially or fully in the 32304 area.
- Prioritize the Promise Zone funding apart from the percentage allocation process. Promise Zone funding is different than the other categories as it is funding a location and not specific programs and services. Agencies would be able to apply for funding for specific programs to address needs within the Promise Zone as well as for funding within their traditional categories.

As mentioned previously, currently the City exclusively funds the Promise Zone category. The inclusion of County funding would provide more resources to programs that serve residents in these areas. If County funding is provided to the Promise Zone without an overall increase in County funding for CHSP, other CHSP categories would see a reduction in funding. However, not all agencies would necessarily see a reduction in funding, as some agencies could apply for funding through both the existing categories as well as for Promise Zone funding.

CHE's Recommendation #2: Proposed Funding Allocations

In addition to the revised categories, CHE was also tasked with developing proposed funding allocations. As part of their report, CHE includes a detailed methodology and approach in establishing proposed funding allocations. CHE utilized three specific factors to develop its funding distribution formula: Estimated Cost Per Client, Gaps in Services, and Community Input. CHE's recommended funding allocations are included in Attachment #1, pg. 88. However, while CHE's report includes recommended funding allocations, their final report also includes the following supplemental recommendation:

The evaluators conducted and completed all the required tasks and deliverables identified in the scope of work associated with the 2019 CHSP Needs Assessment. In this needs assessment process, the evaluators utilized sound methodological approaches and produced valid results. In response to peer reviewer comments and for future funding allocation considerations, the evaluators recommend the City/County consider the following policy decisions as it relates to the identification of funding allocation: (1) Form a workgroup, potentially with community stakeholders, to inform the allocating of human services partnership funding among human services areas; (2) Utilize an internally developed City/County allocation method.

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CHE acknowledges that the supplemental recommendation is in response to the peer review conducted on the needs assessment which is presented later in the item. The peer review found insufficiencies with the methodology utilized for developing the funding allocations and recommends these allocations not be used.

Staff Analysis: CHE's Recommendation #2 Proposed Funding Allocations

As previously discussed, needs assessments typically do not provide funding allocation recommendations. The review of other community needs assessments showed that funding allocations were not part of any of the reports reviewed; typically, the highest needs were identified and then policy makers would determine funding. According to the peer review, additional factors beyond the factors used by CHE should have been identified such as other funding sources available in the community and return on investment. Ultimately, the peer review recommends that the County and City not adopt the funding allocations presented in the needs assessment. This is also consistent with the supplemental recommendation made by CHE.

As previously discussed in light of the supplemental recommendation made by CHE and the peer reviewer's comments advising not to implement CHE's funding allocations, staff recommends that only the Promise Zone category be expanded to include funding by both the County and City. The Board could determine the appropriate level of funding for CHSP and the Promise Zone as part of the upcoming budget process.

CHE's Recommendation #3: Proposed Uniform Outcome Measures

The goal of uniform outcome measures is to provide a standard for evaluating the effectiveness of programs for future CHSP funding. According to the CHE, the recommended outcome measures identified in the report purposefully align closely with the prevalent needs associated with each funding category. The Needs Assessment proposes three specific outcome measures for each proposed CHSP human service category presented in the report (Attachment #1, pg. 90-106).

Staff Analysis: CHE's Proposed Uniform Outcome Measures

Outcome measures allow the County and City to evaluate the effectiveness of human services programs to address the highest needs of the community. In future CHSP funding cycles, the outcome measure data submitted by the agencies will be used to evaluate future funding requests. While CHE proposed a series of outcome measures, the peer review states that they are vaguely defined and recommends further refinement to provide more operational outcome measures. To address these concerns, staff recommends conducting additional analysis in concert with human service partners to ensure that programs have the capability to address refined outcome measures. To ensure adequate time is provided for the agencies and staff to not only refine the outcome measures, but to also provide adequate time to implement the reporting tools necessary to track the data, it is recommended that the outcome measure reporting begin in the second year of the upcoming two-year cycle. The data would be available for use as part of the evaluation process for the subsequent funding cycle.

CHE's Recommendation #4: Proposal for Frequency of Review

In the report, CHE recommends that the County and City conduct a needs assessment every three years to determine the highest needs in the community (Attachment #1, pg. 109). According to CHE, a three-year cycle is common practice for needs assessment in the health and education

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sector. For example, Tallahassee Memorial Healthcare and the Leon County Health Department conduct community health assessments every three years.

Staff Analysis: CHE's Proposal for Frequency of Review:

As presented later in this item, staff reviewed nine needs assessment completed throughout the nation to compare the methodologies, findings, and recommendations provided in the needs assessment submitted by CHE. Staff also examined the frequency in which communities conducted needs assessments and found that other communities re-evaluated their human service needs every 3-10 years. As part of re-evaluation process, it is recommended that the Board, in partnership with the City, consider conducting a needs assessment every five years (for the funding cycle beginning in FY27) utilizing the approach of contracting with an academic and research-based organization such as Florida A&M University or Florida State University to conduct the needs assessment and forming a workgroup comprised of community stakeholders to evaluate and make recommendations on the CHSP categories and funding allocations based on the results of the needs assessment.

Peer Review of the Needs Assessment

To ensure the validity of the needs assessment a peer review was conducted by Dr. Gary VanLandingham, Professor at the Askew School for Public Administration and Policy. The purpose of the peer review was to independently analyze the methodology utilized by CHE to collect the data and formulate its findings and recommendations (Attachment #4). Dr. VanLandingham has been part of the overall needs assessment process as he also served on the RFQ Committee that selected CHE. According to his peer review, the needs assessment utilizes a reasonable approach for collecting primary and secondary data. Focus groups, interviews, and community survey are standard methods utilized to collect data in needs assessments.

However, the peer review found the methodology utilized for developing the funding allocations to be insufficient. As mentioned earlier, developing of a funding allocation formula is not typically part of a needs assessment process. According to the peer review, additional factors beyond the three identified in the needs assessment would be required to develop an accurate formula for the funding allocation such as other funding sources and return on investment. As reflected in the peer review, it also describes the limitations of the scoring scale and weight system incorporated into the formula for the percentage allocation.

As previously mentioned, the peer review also found that the recommended outcome measures are vaguely defined and could not be utilized as presented without refinement to provide more operational outcome measures. The peer review also cautions the utilization of the survey results due to over representation of some demographics.

The peer review recommends that the County and City not move forward with the percentage allocation models presented in the needs assessment. Instead it recommends that the County and City convene a workgroup that consists of community stakeholders to develop funding allocations for CHSP. It proposes the County and City contract with FSU's Askew School to provide technical support to the workgroup. The workgroup, with the support of the Askew School, would build on the needs assessment by using the primary and secondary data collected to perform the following:

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- Identify best practices and funding models for allocating human services funds among identified need areas;
- Identify best practices for incorporating using evidence-based policymaking approaches into the allocation system, such as establishing preferences for evidence-based programs and considering the return on investment that would likely be generated through these funds;
- Identify a set of recommended performance measures for providers receiving Partnership funds;
- Identify options for providing greater implementation support and promoting greater information sharing among providers; and
- Evaluate the impact of selected human services programs funded by CHSP

The workgroup would present recommendations to the County and City in 12-18 months and therefore no changes would be incorporated into the upcoming two-year funding cycle. Ultimately, recommendations from the workgroup regarding funding percentages for human service categories would most likely result in the reallocation of funds and impact existing programs funded through CHSP in the following cycle.

Review and Comparison of Other Needs Assessments

To provide the Board additional context on how needs assessments are generally performed and utilized, staff also conducted an extensive review of other community needs assessments. Needs assessments are commonly conducted by communities to determine their highest human services needs, however they are not typically used to make recommendations on the allocation of funding. Staff reviewed nine needs assessment completed throughout the nation to compare the methodologies, findings, and recommendations provided in the needs assessment submitted by CHE (Attachment #5). Staff also examined a study conducted by Pinellas County and the University of South Florida (USF) that reviewed 28 needs assessments completed around the nation (Attachment #6). The overwhelming number of needs assessments did not provide recommendations to allocate funding.

In terms of methodology, CHE's approach for collecting data was consistent with other needs assessments reviewed by staff. Focus groups, interviews, community surveys, and secondary data were common methods utilized by other needs assessments. Overall, CHE's report included a more extensive use of differing methods than other jurisdictions. CHE utilized a total of seven methods for data collection: focus groups, interviews, community surveys, secondary data sets from valid sources, an inventory of existing services, and service gaps questionnaires. Other needs assessments used an average of three methods.

The findings of the Needs Assessment prepared by CHE also aligned with other jurisdictions. Four issues emerged as the highest areas of need in the surveys of the needs assessment: poverty, affordable housing, mental health, and homelessness. Poverty, housing, and homelessness were areas consistently identified as the highest needs in assessments conducted in other communities. Additionally, in 2019, Tallahassee Memorial Healthcare conducted a community health needs assessment and mental health was identified as a top priority of need in our community.

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Other communities had differing approaches to how they utilized their needs assessments. Often, a two-step approach was taken which was to complete the needs assessment and subsequently utilize the results to guide the community stakeholders and/or policymakers who ultimately developed recommendations for the prioritization of funding. The Pinellas County/USF study found that the majority were utilized to present snap shots of the community need and did not provide direction or next steps for addressing the highest needs in a community. The purpose of the needs assessments was to serve as a resource of collective data that stakeholders and policymakers could utilize to make policy and funding decision for social services. Like these other communities, this item provides the Board options to utilize aspects of the CHE study.

Several communities have utilized the results of their needs assessment, to implement a very focused approach in allocating their resources to their community needs:

- Frederick County, Maryland: Based on their needs assessment, they focused their dedicated funding to address three specific areas of greatest need: Health Care, School Readiness, and Basic Human Needs. Over \$2.3 million in funding was dedicated exclusively to programs that aligned with the measurable outcomes to be achieved for each priority area. For example, strategic grants from the Health Care Strategic Initiatives Fund were awarded only to programs aimed to reduce the number of emergency department visits at the local hospital.
- Collier County: Their needs assessment was utilized to promote a coordinated approach in adequately addressing two specific issues: housing/homelessness and community development needs. The findings of the needs assessment served as the basis for developing goals to be fulfilled over a five-year term. The County annually prioritizes funding of projects/programs that address these issues. The County also has defined specific objectives and measurable outcomes to be achieved by funded programs to support the fulfillment of the five-year priorities and goals.

Like these two examples, the United Way of the Big Bend has taken on a similar funding approach to align with their new strategic direction to address the needs of those living in poverty and the working poor. In July 2019, the United Way of the Big Bend Board of Directors awarded \$1.6 million in funding exclusively to programs that serve residents living at or below the ALICE threshold, at a higher level. In accordance with the strategic direction, each of the awarded programs received a minimum of \$50,000, to provide the administering agencies the ability to deliver the greatest impact on reducing poverty and stabilizing families on the edge of poverty.

Similar to these other jurisdictions, the Board may wish to provide additional funding outside of the CHSP funding allocation process to address a limited number of the community's highest needs. Like Frederick County, Maryland, specific targets could be established and only programs that addressed the target would be funded. Reporting on the target over time would determine if the program was having the desired effect. If the Board wished to pursue this concept further, this item recommends that a community stakeholder workgroup and FSU's Askew School of Public Policy be engaged to develop specific approaches for the Board to consider further.

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Like other jurisdictions, local needs assessment studies have also previously been developed and ultimately no recommendations were implemented. In 2008, a CHSP human service needs assessment was conducted by MGT Consulting Group and overseen by the former Joint Planning Board (JPB) which served as the governing body of CHSP and consisted of representative from the County, City, and UWBB. MGT assessed the human services needs in the community and evaluated the overall CHSP funding process including the human service categories. The final MGT report was submitted to the JPB in 2010. Recommendations such as the establishment of the online CHSP application were adopted. However, consistent with other needs assessment studies, recommendations to modify the CHSP categories were not adopted at that time.

Conclusion and Options for Board Consideration

The CHE Needs Assessment report and the broader analysis provided throughout this agenda item, offer several options for Board consideration in our continuous efforts to improve the CHSP process and to optimize our limited human services funding to address the greatest human services needs of our community. Based on the results of the data collected, CHE found the highest needs of the community to be poverty, affordable housing, mental health, and homelessness. CHE was also tasked with developing possible new categories for CHSP and associated funding allocations to address the greatest human services needs. However, based on the peer review and CHE's own recommendation, additional analysis and work should be conducted prior to implementing their funding allocations.

However, like other communities, the needs assessment does identify specific community needs, which the Board may wish to address immediately as part of the upcoming CHSP funding cycle. To focus programs and services on addressing the significant poverty identified in the Needs Assessment, the Board may wish to expand the boundaries of the Promise Zone area to include additional census tracts in the 32304 area. As part of the upcoming budget process, the Board may wish to consider reallocating existing CHSP funding or adding additional funding in support of the Promise Zone. Also, to provide additional information in evaluating agency's effectiveness, an option is also provided for the collection of outcome measures to be refined and implemented beginning with the next CHSP funding cycle.

Alternatively, if the Board wishes to have additional analysis prior to implementing changes to the CHSP categories, funding allocations or outcome measures, staff recommends convening a stakeholder group and engaging with the FSU Askew School for Public Administration and Policy to provide technical support and assistance. FSU and the stakeholder group could also be tasked with recommending approaches to focus on a few specific community needs; increase funding to several categories to address an urgent community need, priority or trend; and include developing measurable targets to be tracked and reported on over time. It is anticipated that this work could be accomplished over a 12 to 18 month timeline with the results available for the FY23/FY24 CHSP funding cycle.

The following options are not mutually exclusive, and the Board may wish to select several options depending on how the Board wants to proceed for the upcoming cycle, as well as future funding cycles.

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Options:

1. Create a new CHSP Promise Zone category funded by both the County and City by expanding the Promise Zone area to include additional high poverty census tracts (generally found in the 32304 area), and direct staff to provide options for the level of County funding for CHSP and the Promise Zone to be considered as part of the upcoming budget process.
2. Refine the outcome measures presented in the needs assessment with human service stakeholders to be implemented in the second year of the upcoming cycle.
3. Update the needs assessment report for the funding cycle beginning in FY27 to ensure the County's limited human services funding continues to address the greatest human services needs of our community.
4. Direct staff to prepare an agenda item for the Board to consider engaging the FSU Askew School of Public Policy to provide technical assistance and support to a workgroup of community stakeholders in order to develop additional analysis and recommendations regarding the needs assessment for the funding cycle beginning in FY23.
5. Maintain the current funding categories and allocations for the next two-year CHSP funding cycle (FY21 & FY22).
6. Board direction.

Recommendation:

Option #6: Board direction

Attachments:

1. Community Human Services Needs Assessment Report
2. County-City Memorandum of Understanding on CHSP
3. Map of proposed Promise Zone expansion
4. Peer Review memorandum
5. Needs assessment comparison chart
6. University of South Florida Needs Assessment report

**Leon County
Board of County Commissioners**

Notes for Agenda Item #12

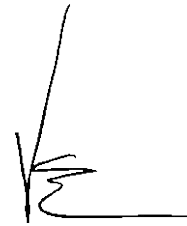
Leon County Board of County Commissioners

Agenda Item #12

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Alternative Structures for Administration of Cultural Programming

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant to the County Administrator Kerri L. Post, Director, Division of Tourism
Lead Staff/ Project Team:	Nicki Paden, Management Analyst

Statement of Issue:

As requested by the Board, this agenda item provides alternative structures for the administration of cultural programming including grants to community organizations, implementation of the Cultural Plan, and designation of the local arts agency.

Fiscal Impact:

This item has no fiscal impact. Should the Board wish to contract with COCA for the administration of cultural grants, staff would bring back a five-year funding agreement through FY 2025 at the same FY 2020 operational and programmatic funding level consisting of \$150,000 in general revenue and one-cent of TDT revenue (approximately \$1.27 million). Should the Board wish to in-source the administration of cultural programming grants under the Division of Tourism, service delivery enhancements and cost savings efficiencies may be realized given the similarity of day-to-day marketing and promotional services, grants administration, and support resources already available within the Division of Tourism.

Staff Recommendation:

Option #3: Board direction.

Report and Discussion

Background:

As requested by the Board, this agenda item provides alternative structures for the administration of cultural programming including grants to community organizations, implementation of the Cultural Plan, and designation of the local arts agency. The County's continued support of local cultural arts programs and activities advances the following FY2017-FY2021 Strategic Plan Bold Goal to:

- *Grow the five-year tourism economy to \$5 billion. (BG1)*

This particular Bold Goal aligns with the Board's Economy Strategic Priority:

- *(EC4) Grow our tourism economy, its diversity, competitiveness and economic impact.*

At the Annual Retreat on December 10, 2018, the Board directed staff to schedule a presentation by the Council on Culture and Arts (COCA) on recent and planned process improvements for the cultural regranting programs. At that time, the Board directed staff to prepare an agenda item for a subsequent meeting following the COCA presentation, providing an evaluation of alternatives for administering cultural grants. On March 12, 2019, following a presentation from COCA's Interim Executive Director, Amanda Thompson, the Board tabled the agenda item to evaluate alternative structures for administering cultural grants for one year, to be brought back in Spring of 2020 following the hire and transition of COCA's new Executive Director. Since that time, Ms. Kathleen Spehar began serving as Executive Director for COCA in August 2019 and presented an overview of COCA's activities to the Board at the November 12th Commission meeting.

The County's five-year funding Agreement with COCA expired on September 30, 2019. The Agreement dedicated one-cent of Tourist Development Tax (TDT) to support the implementation of the Community Cultural Plan through the Cultural Grant Programs and an additional ¼ cent of TDT to support the Cultural Facilities Matching Grant Program. On September 24, 2019, given the Board's guidance to table the discussion on alternative structures for administering cultural grants until Spring 2020, the Board authorized a one-year agreement maintaining the same operational and programmatic funding levels for COCA to continue its implementation of the Cultural Plan and administering cultural programming grants (Cultural Grant and Cultural Tourism Marketing Grant Programs) through FY 2020. The Board also authorized a separate one-year agreement with COCA governing the remaining proceeds from the ¼ cent TDT collected in FY 2019 for the Cultural Facilities Matching Grant Program to be regranted to eligible cultural organizations in FY 2020 (Attachment #1). Starting in FY 2020, the ¼ cent TDT was reallocated to support the Division of Tourism including the creation of the Legacy Event Grants and the County Concert Series at the Amphitheater.

Consistent with the Board's previous direction, staff conducted an extensive review of cultural grant programming models across the state to evaluate alternative structures utilized by other local governments. This agenda item provides an overview of the County's ongoing support for cultural grant programs administered by COCA, the findings of the local government survey, and alternative grant management structures for Board consideration.

Analysis:

As contracted through COCA, this agenda item details the County's current structure for the administration of cultural grants including an overview of COCA's management structure, services and programs, and funding levels. Since the County contracted with COCA in 2003 to administer the implementation of the Cultural Plan, the Board has held several workshops and directed staff to conduct a management review related to the oversight of cultural grant programming in the community, including the exploration of operational efficiencies and alternatives to support the cultural arts in the community. The management review presented to the Board on November 13, 2012 provided an analysis on COCA's organizational structure, operation, financial records, and grants with several recommendations regarding improvements to COCA's cultural grant process (Attachment #2). Staff reported back on these recommendations during the Board's Workshop on the Updated Cultural Plan in February 2014 (Attachment #3).

At that time, staff presented an option to further explore service delivery enhancements and efficiencies by in-sourcing the implementation of the Cultural Plan and administering cultural grants directly through the Division of Tourism to align with ongoing efforts to grow and support our community as a cultural destination. However, at that time, the Board directed staff to continue to work with COCA in identifying potential service delivery enhancement and efficiencies in partnership with the County. The Board accepted the update on these efforts during the September 15, 2015 Workshop on COCA's Funding Structure and directed COCA to better align its organizational outcomes with elements of the Cultural Plan.

Based on the Board's most recent request to evaluate alternatives for the administration of cultural grants, staff conducted an extensive review of cultural grant programming models across the state to evaluate alternative structures utilized by other local governments. This agenda item provides an overview of the current administrative structure for allocating cultural grants through COCA, the County's ongoing support of these programs, findings from the local government survey, and presents alternative administrative structures to manage cultural programs for Board consideration.

COCA Overview

The Tallahassee – Leon County Cultural Resources Commission was created in 1985 by County Resolution in accordance with Section 265.32, Florida Statutes, to stimulate greater awareness and appreciation for the arts, facilitate greater and more efficient use of public and private resources in support of the arts, and promote the development of artists, art institutions, and community organizations supporting arts activities. The Resolution designated the Cultural Resources Commission, later to be named the Council on Cultural and Arts (COCA), as the local arts agency for the County and City. An October 18, 1985 Interlocal Agreement with the City calls for the County and City to concur on the appointments of its members and makes clear that the County and City are not required to provide funding (Attachment #4).

Under its mission to coordinate planning for the community in the realm of arts, culture, and heritage, COCA is charged with the development and implementation of the Community Cultural Plan in collaboration with other community stakeholders. COCA's Board of Directors is comprised of 17 members representing various areas of expertise, as appointed by the County and City Commission. COCA's professional staff includes five full-time employees.

Since the adoption of the 2003 Cultural Plan, Leon County has contracted with COCA to support the implementation of the Cultural Plan through the administration of cultural grant programs. The County's contract with COCA is managed by the Division of Tourism. Each year, the County dedicates funding to support cultural arts programs and activities through COCA with a combination of TDT revenue and general revenue. The City of Tallahassee also provides \$150,000 annually to COCA in support of these programs.

COCA annually sub-grants funding on behalf of the County to local nonprofit organizations that provide arts and cultural programming and activities. COCA manages the annual grant application cycles and distribution of grant program guidelines which are revised each year. Utilizing a diverse panel of community volunteers, COCA evaluates grant applications in accordance with the programming guidelines to determine funding award recommendations. Award recommendations are reviewed by the Tourist Development Council (TDC) to ensure compliance with the appropriate uses of the TDT. In addition, COCA coordinates with the Division of Tourism to cross-check information to ensure there is no duplication of funding requests.

COCA is responsible for executing and managing funding agreements with sub-grantees, including contract monitoring to ensure compliance with granting guidelines and utilization of TDT funds in accordance with Florida Statutes. COCA offers technical reviews, consultations, and grant writing workshops, to assist participants throughout the year. Following the announcement of grant awards, COCA also conducts final meetings with participants to review how the granting process might be improved in the future.

COCA's Cultural Grant Programs

On behalf of the County and City, COCA has annually administered grant awards to local culture, arts, and heritage organizations through the cultural grant programs. These grant programs are designed to support arts and cultural programs to create broader public access and participation in the arts which enhance the community's quality of life, local economy, and tourism impact. These cultural grant programs include:

- The Cultural Grant Program (for Operating) is designed to create broader public access, benefit, and participation in arts and cultural activities in the community. Through this program, operating grants are awarded to local agencies that provide arts or cultural programming which enhance the quality of life as well as the tourism and economic development of the community.
- The Cultural Tourism Marketing Grant is designed to increase the visibility and awareness of local arts and cultural organizations and their programming to attract visitors to Leon County. Through this program, operating grants are awarded to support local agencies' marketing and promotional initiatives which highlight our vibrant and diverse cultural community to, in turn, raise the overall awareness of Leon County as a destination.
- The Cultural Facilities Matching Grant is designed to offer funding for capital improvements of cultural facilities that primarily support the programming of local arts and cultural organizations. Through this program, 1:1 matching grants are awarded to local agencies for the renovation, new construction, or acquisition of cultural facilities located in Leon County. The creation of this program was a priority of the 2014 Community

Cultural Plan and is funded entirely through a five-year commitment of $\frac{1}{4}$ cent TDT beginning in FY 2015. Award recommendations for the final funding cycle of this grant program were presented and approved by the Board on February 11, 2020.

COCA Funding Levels

After receiving the 2014 Cultural Plan Update, the County entered into a five-year funding agreement with COCA increasing its financial support for the implementation of the Cultural Plan and administration of the cultural grant programs. Prior to this Agreement, the County dedicated a fixed amount of funding each year, \$150,000 from general revenue and \$504,500 of TDT, to support COCA's operating expenses and to re-grant to cultural organizations each year. At that time, the \$504,500 in TDT equated to a little more than a $\frac{1}{2}$ cent of TDT.

The five-year funding Agreement, which concluded on September 30, 2019, increased the County's contribution to COCA through:

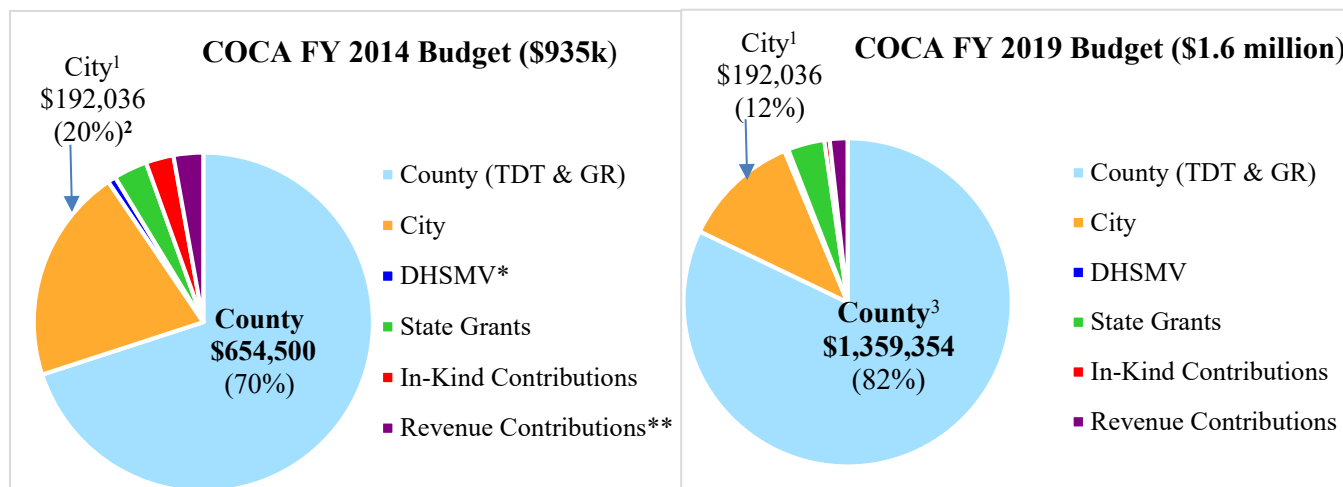
- The dedication of one-cent of TDT to support the administration of COCA's cultural programming grants (Cultural Grant and Cultural Tourism Marketing Grant).
- An additional $\frac{1}{4}$ cent of TDT to support the Cultural Facilities Matching Grant Program for five years.
- In addition to the TDT revenue, the County and City have each dedicated \$150,000 annually from general revenue to support COCA's operating expenses.

By shifting the County TDT funding from a fixed amount to a share of the TDT revenue, this made COCA and the cultural organizations receiving grant funds vested shareholders in drawing visitors to the destination to regenerate additional TDT funding. As a result of this shareholder funding strategy, County funding for COCA steadily increased over the life of the five-year Agreement as the tourism tax base experienced significant growth during this period. The value of a full one-cent of TDT has increased by 25% over the life of the five-year Agreement, from \$997,436 in FY 2015 to \$1,268,025 in FY 2019.

The dedication of a one-full cent of TDT has provided additional revenue to COCA each year to support cultural arts programs and activities. Graph #1 compares COCA's funding levels from FY 2014 to FY 2019 by funding source. FY 2014 was selected as a baseline as it represents COCA's final budget before the County modified its funding strategy and entered into the five-year funding Agreement. Based on COCA's financial audits from those years, Graph #1 shows a 71% increase in COCA's total budget over the six fiscal years from \$935,000 to \$1.6 million.

Graph #1 shows the County and City's combined funding contributions provided 90% of COCA's FY 2014 budget. In FY 2019, local government accounted for 94% of COCA's budget. As reflected in the comparison, the County share of COCA's total budget in recent years grew from 70% to 82%. Consistent with COCA's annual financial audit, the County's FY 2019 contribution of nearly \$1.36 shown in Graph #2 includes \$150,000 from general revenue and \$1,209,354 in TDT. It does not include the funds set aside from the $\frac{1}{4}$ cent TDT dedicated to the Cultural Facilities Matching Grant Program.

Graph #1: Comparison of COCA Funding Levels, FY 14 and FY 19 Financial Audits



As reported in COCA's FY 2014 Financial Audit

As reported in COCA's FY 2019 Financial Audit

¹ Includes the City's annual funding dedicated to COCA for the Art in Public Places Program (approximately \$42,000).

² Does not reflect the City's FY 2014 cultural grant funding administered in-house

³ Reflects the County's projected TDT funding for the fiscal year with exception to the TDT funds set aside for the Cultural Facilities Matching Grant Program.

* Florida Arts License Plate sales remitted by the Florida Department of Highway Safety and Motor Vehicles.

**Revenue contributions include membership fees, advertising revenue, and interest income.

In light of the Board's direction to table this analysis until Spring 2020, staff brought an agenda item to the Board on September 24, 2019 seeking a one-year agreement with COCA to provide the same operational and programmatic funding levels (\$150,000 from general revenue and one-cent of TDT) with exception to the additional ¼ cent TDT since the County fulfilled its five-year commitment for capital grant funding. The Board approved the one-year Agreement for COCA to continue its implementation of the Cultural Plan and provide the management and administration of the cultural programming grants through FY 2020. The Agreement with COCA expires on September 30, 2020.

County Review of Administrative Structures for Cultural Grant Programs

Consistent with the Board's direction to evaluate alternatives for the administration of cultural grants, staff conducted an extensive review of cultural grant programming models utilized by other local governments across the state. As previously conveyed during the February 11, 2014 Workshop on the Cultural Plan, there are generally two structures for the management and administration of local cultural grant programs. Local governments can manage these grant programs in-house like most other agency grants or contract out portions of the grants administration function to the designated local arts agency. At that time, staff presented an option to further explore service delivery enhancements and efficiencies by in-sourcing the implementation of the Cultural Plan and administration of cultural grants directly through the Division of Tourism to align with ongoing efforts to grow and support our community as a cultural destination. However, the Board directed staff to continue to work with COCA in identifying potential service delivery enhancements and efficiencies in partnership with the County.

In revisiting this issue, staff surveyed 12 Florida counties to gauge their financial participation in the cultural arts, specifically the administration of grant programs to support local cultural

organizations in their respective communities. The survey compared Leon County with like-sized counties as well as larger counties that are lauded as an arts and cultural destination. Table #1 provides survey data for counties with grant programs dedicated to arts and culture including the level of financial support and administrative structure for managing these programs. Based on the information reflected in Table #1, the survey finds the following:

- 1/3 of the counties surveyed do not dedicate funding for cultural grant programs.
- Of the eight counties that dedicate funding for cultural grant programs, four counties contract out the grant administration function and four administer the grants in-house.
- Leon County dedicates the fifth highest amount of funding (\$1.28 million) to cultural grant programs, the most among like-sized counties.
 - Of the counties with a population less than one million people, only Sarasota County dedicates more money (\$2 million) for cultural grant programs than Leon County (\$1.43 million).
- Nearly all of the counties with cultural grant programs utilize TDT funding.
 - Only one county (Hillsborough) relies entirely on general revenue.
 - Like Leon County, two other counties (Palm Beach and Broward) utilize a combination of general revenue and TDT.
- Leon County dedicates the highest share of total TDT collections for cultural grant programs (20%), followed by Alachua County (17%) along with Palm Beach (9%) and Sarasota (9%) Counties.

Four (33%) of the counties surveyed (Osceola, Lake, St. Lucie, and Flagler) do not designate any funding to be granted specifically for cultural programming and organizations in their communities. Some of these counties budget for their own cultural expenses related to programming events at parks or amphitheaters, or capital funding for the restoration of historic properties. Similar to Leon County, some counties administer event grant programs through their Tourism offices based on the projected return on investment associated with the event. Cultural organizations are encouraged to apply for these funds and compete with other organizations hosting special events and/or sporting competitions, but no funds are specifically dedicated to support the programming and operational needs of cultural organizations. Many of the 12 counties surveyed dedicate funding for other destination enhancing priorities including beach renourishment, amateur sports facilities, convention centers, historic preservation, and professional sports franchises.

Seven of the eight counties that dedicate funding for cultural grant programs utilize TDT revenue. Only Hillsborough County relies entirely on general revenue to administer arts and cultural grants in-house through its Community Economic Development Office. Palm Beach and Broward Counties utilize a combination of general revenue and TDT similar to Leon County. Table #1 shows that even though nearly all the counties with cultural grant programs rely on TDT funding, the utilization of TDT is not an indicator of whether the grants management function is contracted out or administered in-house by the counties.

Table #1: Administrative Structures for Cultural Grant Programs by County, FY 2020

County	Grant Administration	Total Funding Dedicated to Culture/Arts Grants	TDT Dedicated to Culture/Arts Grants	% of Total TDT Collections
Palm Beach	Contracted	\$5.25 million	\$5 million	9%
Broward	In-House	\$3.9 million	\$1.6 million	2%
Hillsborough	In-House	\$2 million	\$0	0%
Sarasota	Contracted	\$2 million	\$2 million	9%
Leon	Contracted	\$1.43 million	\$1.28 million	20%
Alachua ¹	In-House	\$0.9 million	\$0.9 million	17%
Polk	In-House	\$0.9 million	\$0.9 million	6%
St. Johns ¹	Contracted	\$0.6 million	\$0.6 million	5%
Brevard	Contracted	\$0.5 million	\$0.5 million	3%
Osceola ¹	N/A ²	\$0	\$0	0%
Lake ¹	N/A ²	\$0	\$0	0%
St. Lucie ¹	N/A ²	\$0	\$0	0%
Flagler	N/A ²	\$0	\$0	0%

¹ Like-sized Counties

² Osceola, Lake, St. Lucie, and Flagler Counties do not dedicate funding for cultural grant programming

Through the survey, staff research, and conversations with other counties, the analysis finds that the counties contracting with local arts agencies assign varying levels of responsibility to the external partners. Under the outsourcing or contracted out structure, local arts agencies administer cultural grant programming for the sub-granting of funds which may include:

- Development/refinement of the grant program guidelines and applications.
- Evaluation and scoring of grant applications.
- Recommend grant awards to the County for approval.
- Execution and management of contracts with grant recipients.

Brevard and St. Johns Counties appoint their own panel to score grant applications with support from county staff and assign the local arts agency with the contract management responsibilities (contract execution, invoices, payments, compliance, reporting, etc.). Alternatively, Sarasota County utilizes its local arts agency for everything but the execution and administration of contracts. Sarasota County administers the cultural grants through its Office of Business and

Economic Development, but its local arts agency develops the grant guidelines, evaluation criteria, and scores the grant applications for approval by the TDC and BOCC. Palm Beach County operates most closely to Leon County in that the arts agency is contracted to administer the grant program each year from start to finish, however, no County or TDC approval is required prior to the arts agency awarding the grants.

Alachua, Broward, Hillsborough, and Polk Counties administer cultural grants directly through a department or division within the county government and utilize TDT, general revenue, or a combination of both to support cultural grant programs. Alachua and Polk Counties are very similar to each other in that they are both managed by their respective tourism offices. Hillsborough and Alachua Counties have both in-sourced the administration of their cultural grant funding in recent years to better align ongoing efforts to enhance their respective economic prosperity goals by positioning themselves as culturally appealing and vibrant destinations. Hillsborough County's program is administered by its Community Economic Development Department. Broward County has a Cultural Division to manage these grant programs and other initiatives related to arts and culture.

Hillsborough, Broward, and Polk Counties utilize a volunteer review panel to score grant applications and provide recommendations for funding which are subject to final approval by the BOCC. Only Alachua County utilizes its professional tourism staff to score applications and make recommendations which are reviewed and approved by the BOCC.

Alternatives for the Administration of Cultural Programming Grants in Leon County

The review and analysis of alternative structures to manage cultural grant programs affirms that there are generally two approaches to be considered for carrying out the regranting objective. Local governments can contract out the grant administration function to the designated local arts agency or they can designate themselves to carry out cultural programs including the management of in-house grant programs like other public grant programs. As previously mentioned, the Board tabled this evaluation of alternative structures to await the appointment and acclimation of a permanent Executive Director at COCA. Since that time, Ms. Kathleen Spehar began as Executive Director for COCA in August 2019 and has since presented an overview of COCA's activities to the Board. In the interim, the Board approved a one-year agreement with COCA which expires September 30, 2020. Board direction is needed for staff to facilitate the preferred administrative structure for FY 2021 and beyond.

As the designated local arts agency for 35 years and operating under community-inspired Cultural Plans since 2003, COCA is actively engaged with the arts community and its needs. Its 17-member board provides expertise in a variety of fields along with a professional staff of five full time employees. Refined over many years, COCA's infrastructure and communication medium to support artists and promote the importance of arts include:

- An Artist Directory listing approximately 950 local artists working in the fields of music, theatre, literature, filmmaking, and visual arts.
- Weekly emails which include state and national calls for artists and writers, funding opportunities, auditions, etc.
- A weekly Arts Guide with approximately 13,000 subscribers.

- A monthly Arts in Education Newsletter geared to educators and arts education.

Should the Board wish to maintain the current structure for the administration of cultural grants and programming, staff would bring back a five-year funding agreement with COCA through FY 2025 for Board consideration. Staff would continue to identify opportunities to increase collaboration with COCA on the implementation of the 2014 Cultural Plan and provide support to address concerns raised by applicants in recent grant cycles. The proposed five-year agreement would maintain the same operational and programmatic FY 2020 funding formula for COCA consisting of \$150,000 in general revenue and one-cent of TDT revenue, subject to annual appropriation by the Board during the regular budget process. It would also provide for COCA's participation and coordination with the County for the Tallahassee-Leon County Bicentennial in 2024.

A hybrid of this model would be to modify the scope of services to lessen COCA's responsibilities in the administration of the cultural grant programs. For example, Sarasota County utilizes its local arts agency for everything but the execution and administration of contracts. Its local arts agency develops the grant guidelines, evaluation criteria, and scores the grant applications for approval by the TDC and BOCC. However, staff does not recommend this hybrid model as it would require additional funding for the County, or a reduction in funding available to cultural organizations, as the Division of Tourism would have to take on labor intensive contract management responsibilities which are currently provided by COCA.

Should the Board wish to in-source the administration of cultural programming, staff recommends aligning this function under the Division of Tourism given the volume of shared goals, the likeness of day-to-day promotional and marketing operations, and the organizational readiness of the Division of Tourism which is highly experienced in the distribution and oversight of grants programs. In addition, cultural grants awarded to local organizations are almost entirely funded by TDT.

The Division of Tourism currently implements many aspects of the Cultural Plan through its efforts to grow and support our community as a cultural destination including large-scale event management associated with the Leon County Concert Series at the Capital City Amphitheater. The County already actively markets local culture, arts, and heritage events in partnership with a professional marketing and public relations firm. As a result of these destination marketing efforts, Leon County has been recognized on several occasions for its cultural advantages such as being named:

- #9 Best City in the South by *Southern Living Magazine*
- #42 Best Place to Retire in the US by *WalletHub*
- #54 Best Place to Live in the US according to *Livability*

Given the operational similarities of COCA and the resources available within a fully staffed Division of Tourism, service delivery enhancement and efficiencies may be realized by in-sourcing this function. The Division of Tourism would create dedicated full-time position(s) to support the cultural arts transition and programming under the County. Potential savings include the overhead

costs for office expenses and lease, professional support services, staffing levels, and unified marketing platforms.

This would not be the County's first experience in-sourcing a public program or service. In 2009, the County performed a management review on the Tallahassee Area Convention and Visitors Bureau (CVB), and nonprofit support organization responsible for managing the tourism marketing and visitor service functions on behalf of the County. Effective FY 2010, the Board approved in-sourcing these functions and staffing under a newly structured Leon County Division of Tourism focused on making our community a year-round visitor destination.

Of the four counties that currently administer grants in-house, Hillsborough and Alachua Counties have both in-sourced the administration of their cultural grant funding in recent years to better align with their respective strategic goals. Alachua and Broward Counties have taken the additional step of self-designating as the local arts agencies of record for their communities. Under this designation, both counties are eligible to apply for certain state and federal grants and be the recipient organization of revenues generated through the Florida Arts License Plate sales. For Leon County to assume responsibility for the implementation of the Cultural Plan and transition the administration of cultural grants in-house for the FY 2021 grant cycle, it would require several steps which are explained in greater detail in the next section of the analysis.

Option to Transition to the Division of Tourism

As required by Florida Statutes, to levy TDT on overnight stays, the County must adopt and maintain a Tourist Development Plan by Ordinance (Tourism Ordinance) to serve as a framework to guide the efforts of the TDC and the expenditure of TDT collections. The Tourism Ordinance was amended in 2015 to effectuate the allocation of one-cent of TDT to support cultural grant programs specifically administered by COCA (Attachment #5). Should the Board wish to in-source the administration of cultural grants to the Division of Tourism, the County's Tourism Ordinance would need to be amended to reallocate the one-cent TDT.

If the County were to assume the cultural programming responsibilities for the FY 2021 grant cycle, staff would facilitate the following actions to ensure a smooth transition process:

- Schedule a public hearing for April 14, 2020 to amend the Tourism Ordinance to reallocate TDT to the Leon County Division of Tourism to administer the cultural grant program. Pursuant to State Statutes, this would require a majority plus one of the County Commission to approve.
- Create a volunteer cultural committee (task force) by May 15th, to be appointed by the Board on June 16th, similar to the Tallahassee Sports Council, to advise staff and the TDC on cultural matters.
- Utilize the existing grant guidelines and applications with minimal substantive changes for the upcoming FY 2021 funding cycle to commence by July 2020.
- Address anticipated staffing needs to administer this program as part of the Division of Tourism's FY 2021 budget. Cost savings efficiencies for staffing and support resources are anticipated.

- The County Administrator will engage with the City of Tallahassee to determine their desired level of participation in transitioning the cultural program grants under Tourism (financial support, appointments to the new volunteer committee, etc.)
- Follow up with COCA to determine any other necessary considerations for the transition including:
 - Self-designate Leon County as the local arts agency of record including the implementation of the Cultural Plan.
 - Have the County assume responsibilities associated with administering the Cultural Facilities Matching Grant Program through September 30, 2022. Currently, this grant is managed by COCA under a separate agreement with the County.

This action would not dissolve COCA as it would be free to continue to operate as initially created by the County in 1985. However, the reallocation of County funding may necessitate COCA's consideration of their long-term role in the advancement of cultural programs.

Based on the Board's direction, the County Attorney's Office would prepare a draft Ordinance amending the Tourism Ordinance for an April 14, 2020 public hearing. Pursuant to Section 125.0104, Florida Statutes, any substantive changes to the County's Tourism Ordinance requires a public hearing and an **affirmative vote of a majority plus one additional member of the Board**. Upon the Board's approval to amend the Ordinance, staff can immediately begin the transition process for the next cultural grant cycle to assume full responsibility in FY 2021.

Options:

1. Direct the County Administrator to bring back a five-year agreement with COCA through FY 2025 at the same operational and programmatic funding level for Board consideration.
2. Direct the County Administrator to schedule a public hearing on April 14, 2020 to amend the Tourism Ordinance and transition the administration of cultural programming under the Division of Tourism for FY 2021.
3. Board direction.

Recommendation:

Option #3 - Board direction

Attachments:

1. September 24, 2019 Agenda Item on Program and Funding Agreements with the Council on Culture and Arts.
2. November 13, 2012 COCA Management Review.
3. February 11, 2014 Workshop on the Updated Cultural Plan.
4. 1985 Interlocal Agreement designating COCA as the local arts agency.
5. January 27, 2015 Public Hearing on Amendments to Tourism Development Plan.


Leon County Board of County Commissioners

Agenda Item #8

September 24, 2019

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Program and Funding Agreements with the Council on Culture and Arts

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Kerri Post, Director, Division of Tourism Development
Lead Staff/ Project Team:	Nicki Paden, Management Analyst

Statement of Issue:

This item seeks Board approval of a one-year program funding Agreement with the Council on Cultural Arts (COCA) to continue its implementation of the Cultural Plan and administering cultural grant programs through FY 2020. In addition, this item seeks Board approval of a separate Agreement with COCA specifically governing the ¼ cent of Tourist Development Tax collected in FY 2019 to be allocated in FY 2020 for the final grant cycle of the Facilities Matching Grant Program.

Fiscal Impact:

This item has a fiscal impact. Adequate funding is available in the County's tentative budget. The one-year program and funding Agreement with COCA would include \$150,000 from general revenue and one-cent of Tourist Development Tax for an estimated total of \$1.43 million. In addition, FY 2019 ¼ cent Tourist Development Tax collections (approximately \$292,000) and carry forwards from unspent collections from prior Facilities Matching Grant Program funding cycles (approximately \$200,982) will be available to COCA to award in FY 2020.

Staff Recommendation:

- Option #1: Approve the one-year Program and Cultural Grant Funding Agreement with COCA for FY 2020 to include \$150,000 from general revenue and one-cent of Tourist Development Taxes (Attachment #1).
- Option #2: Approve the Facilities Matching Grant Funding Agreement with COCA governing the ¼ cent of Tourist Development Tax collected in FY 2019 to be allocated in FY 2020 for the Facilities Matching Grant Program (Attachment #2).

Report and Discussion

Background:

The County's continued support of COCA's cultural grant programs through the upcoming fiscal year is essential to the following FY2017-FY2021 Strategic Plan Bold Goal to:

- *Grow the five-year tourism economy to \$5 billion. (BG1)*

This particular Bold Goal aligns with the Board's Economy Strategic Priority:

- *(EC4) Grow our tourism economy, its diversity, competitiveness and economic impact.*

During the June 18, 2019 Budget Workshop, the Board authorized the County Administrator to execute a one-year agreement with COCA to continue its implementation of the Cultural Plan and administering cultural grant programs through FY 2020. As a result of the Board discussion regarding the terms of the agreement, the County Administrator indicated that he would bring back the agreement(s) for consideration at a September 2019 Board meeting.

The County's current agreement with COCA expires on September 30, 2019. This item seeks Board approval of two agreements related to COCA. The first is a one-year program and grant funding agreement with COCA to continue its implementation of the Cultural Plan and administering cultural grant programs through FY 2020 (Attachment #1). The second agreement fulfills the final year of the County's five-year commitment to support eligible cultural organizations to make capital improvements through the Cultural Facilities Matching Grant Program (Attachment #2).

On October 1, 2014, the County entered into a five-year agreement with COCA dedicating one-cent of Tourist Development Tax (TDT) to support the implementation of the Community Cultural Plan through the Cultural Grant Programs and an additional ¼ cent of TDT to support the Cultural Facilities Matching Grant Program. The ¼ cent of TDT is collected over the entirety of a fiscal year and made available to COCA for regranting at the beginning of the following year. In FY 2019 the County set aside the final year of the ¼ cent TDT to be allocated to COCA after October 1st however a new agreement is needed to administer and provide oversight of these public funds beyond the September 30, 2019 expiration of the current agreement.

Analysis:

Each year, Leon County Government utilizes TDT revenues generated from transient lodging sales to promote Leon County as a visitor destination. The Leon County Division of Tourism's budget, as approved by the Board each year, is comprised entirely of TDT revenues and includes funding for grant programs to support events designed to draw visitors to Leon County. In addition to the competitive grant programs administered through the Division of Tourism, TDT revenues have been annually dedicated to COCA for the administration of grant programs in support of local cultural arts programs and activities.

The County's commitment of a full one-cent of TDT rather than a fixed dollar amount has significantly increased the County's annual contribution to COCA as a result of year-over-year

Title: Program and Funding Agreements with the Council on Culture and Arts
September 24, 2019
Page 3

growth in tourism tax revenue, which has been regranted through COCA's cultural programmatic grants supporting various culture, arts, and heritage organizations in Leon County. In addition, the County's five-year commitment of the ¼ cent TDT totaling nearly \$1.4 million since FY 2015 has not only met, but exceeded, the capital needs for cultural organizations. Unable to award all the funding in prior grant cycles, COCA has carried forward unawarded grant funds and, with the Board's approval, shifted a portion of these funds to cultural programmatic grants.

At the Annual Retreat on December 10, 2018, the Board directed staff to schedule a presentation by COCA on recent and planned process improvements for the cultural regranting programs. At that time, the Board directed staff to prepare an agenda item for a subsequent meeting following the COCA presentation providing an evaluation of alternatives for administering cultural grants. On March 12, 2019, following a presentation from COCA's Interim Executive Director, Amanda Thompson, the Board tabled the agenda item to evaluate alternative structures for administering cultural grants for one year to be brought back in Spring of 2020 following the hire and transition of COCA's new Executive Director. Since that time, a presentation from the newly-hired Executive Director, Ms. Kathleen Spehar, has been scheduled for the November 12th Board Meeting.

Given the Board's recent guidance to table the discussion on alternative structures for administering cultural grants until Spring 2020, staff sought authorization to enter into a one-year program and funding agreement with COCA during the June 18, 2019 Budget Workshop (Attachment #3). The Board authorized a one-year agreement maintaining the same operational and programmatic funding levels for COCA to continue its implementation of the Cultural Plan and administering cultural grant programs through the upcoming fiscal year. Consistent with this direction, this item seeks approval of a one-year program and funding agreement with COCA for FY 2020 providing an estimated \$1.43 million for COCA, consisting of \$150,000 in general revenue and an estimated \$1.28 million from the one-cent of TDT. This item also seeks approval of a separate agreement with COCA governing the ¼ cent TDT collected in FY 2019 for the Facilities Matching Grant Program to be re-granted to eligible cultural organizations in FY 2020.

This proposed Agreement provides for the continued implementation of the Cultural Plan and for the purposes of sub-granting and marketing awards to individual local cultural and arts organizations, marketing materials, and supporting COCA's administrative costs. COCA programming will include developmental services to artists/cultural organizations, educational services for the classroom and kids' programs, and culturally-specific marketing services. A new element of the agreement outlines the strategic partnership activities between COCA and the Division of Tourism, including increased collaboration on the continuing implementation of the Cultural Plan pertaining to cultural tourism marketing and the development of a shared online grant portal.

The proposed FY 2020 Program and Cultural Grant Funding Agreement with COCA does not extend the County's collection of the ¼ cent TDT for COCA. However, to satisfy the final year of the County's five-year commitment to provide grant funding for the capital improvement needs of cultural organizations, this item seeks approval of a separate agreement with COCA governing the ¼ cent TDT collected in FY 2019 for the Facilities Matching Grant Program to be regranted to eligible cultural organizations in FY 2020.

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The proposed FY 2020 Cultural Facilities Funding Matching Grant Agreement is for three years and outlines COCA's obligations for managing the final grant cycle for the Cultural Facilities Matching Grant Program offering 1:1 matching grants for arts, cultural and heritage organizations capital improvements, consistent with the authorized uses set forth in Section 125.0104(5)(a), Florida Statutes. Based on the grant guidelines providing adequate time for cultural organizations to make improvements, the three-year agreement enables the grant recipients to complete construction activities.

Consistent with the recommendation presented in the June 18th budget discussion item, these agreements will extend COCA's implementation of the Cultural Plan and cultural programming grants through FY 2020 along with the management and administration for the final grant cycle of the Cultural Facilities Matching Grant Program.

Options:

1. Approve the one-year Program and Cultural Grant Funding Agreement with COCA for FY 2020 to include \$150,000 from general revenue and one-cent of Tourist Development Taxes (Attachment #1).
2. Approve the Facilities Matching Grant Funding Agreement with COCA governing the ¼ cent of Tourist Development Tax collected in FY 2019 to be allocated in FY 2020 for the Facilities Matching Grant Program (Attachment #2).
3. Do not approve the one-year agreements with COCA for FY 2020.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Program and Cultural Grant Funding Agreement
2. Cultural Facilities Matching Grant Funding Agreement
3. June 18, 2019 Budget Workshop Item

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

November 13, 2012

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of Staff's Report on the Management Review of the Council on Culture and Arts

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Felisa Barnes, Principle Management and Budget Analyst, OMB Timothy Carlson, Senior Management and Budget Analyst, OMB Christopher L. Holley II, Management and Budget Analyst, OMB Kaymelia Pelt-Walker, Management and Budget Analyst, OMB

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept staff's report regarding the Management Review of the Council on Culture & Arts (Attachment #1), and accept the recommendations #3, #4, #5, #6, #7, #8, #9, #10, #12, #14, part of #15, Alternative #16 and #17, as specified in the analysis and staff's responses.

Option #2: Refer items #11, #13, and part of recommendation #15 regarding the grant process, to the Council on Culture & Arts grant review committee which will include City, County, Tourism Development staff, as well cultural representatives, and direct that any changes be brought to the Board for consideration.

Report and Discussion

Background:

At the September 14, 2011 meeting, Commissioner Desloge requested and the Board authorized staff to conduct a management review on the Council of Culture and Arts (COCA).

Analysis:

On November 16, 2011, the Office of Financial Stewardship notified COCA regarding the Leon County Commission's direction for staff to conduct a management review of COCA. The purpose of the review was to conduct a complete analysis of COCA's organizational structure, operation, financial records, and grant process in order to provide a comprehensive report with recommendations to the Board. Prior to finalizing the management study staff conducted two separate meetings with representatives of the COCA Board and staff to discuss the draft document. Subsequent to these meetings, COCA provided a formal response to the management review. The management review is reflected as Attachment #1.

This agenda item provides a summary of the finding, recommendations, COCA's corresponding response and in some situations a staff statement following COCA's response. The numbering sequence is consistent with that provided in the management review. The summary is organized as follows:

- I. Concurrence: COCA indicates that they concur with staff's recommendations.
- II. Re-granting process recommendations regarding COCA cultural grant process: COCA provided a singular response to a series of recommendations related to the re-granting process.
- III. Non-concurrence: Budget and Arts Exchange - COCA did not concur with staff's findings and recommendation. Individual responses from COCA are provided for each recommendation followed by a brief response from staff.

- I. Concurrence - COCA's response (Attachment #2) indicates that they concur with staff's recommendations #1, #2, #3, #4, #7, #10, #13, Alternative #16, and #17, specified as follows.

Finding #1: In a review of organizational charts from other cultural resource councils surveyed, it was determined that COCA's organizational structure is comparable to most other organizations of this kind.

Recommendation #1: None

Findings #2: COCA's personnel were reduced from eight to five employees for a 37.5% decrease in staff. During the same period, total salary expenditures increased in FY 2009 and FY 2010, before declining by 7% in FY 2011. It should be noted that other operating expenditures decreased correspondingly, as previously outsourced marketing and advertising duties were brought in house and absorbed by COCA staff.

Recommendation #2: None

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Finding #3: COCA's personnel policies indicate that salary increases and merit bonuses are determined by the Executive Director, based on COCA's financial situation and the employee's job performance and duties. Additionally, policies indicated that it models pay raises according to County or City policy, whichever is greater. COCA employees received merit bonuses in FY 2011 and City and County employee did not.

Recommendation #3: Recommend COCA clarify personnel policies related to compensation, with reference to modeling salary increases and merit bonuses after the City or County, whichever is greater.

Finding #4: COCA is reliant on government for the most of its funding. Leon County and the City of Tallahassee provide 81% of the total operating revenue. This reliance on public revenue leaves COCA, and the members they serve, vulnerable to changing budget priorities and the current financial constraints of local government.

Recommendation #4: COCA should look at ways to diversify revenue sources for operating revenue. Specifically, fundraising revenue from corporate sponsors, small businesses, or individuals would give COCA operating stability, and enable them to better serve the needs of the cultural community. Policies and plans that suggest COCA should not compete in fundraising should be reconsidered.

Finding #7: The Cultural Plan is an extensive document containing six goals and a list of nearly 200 objectives. The related action plan provides information on the strategies, responsible parties, estimated timelines/deadlines, indicators of performance and accomplishments to address each objective and the associated goal. The performance indicators provided no metrics to measure performance.

Recommendation #7: A new Cultural Plan should be developed in a manner that allows for the clear measurement of performance in relation to obtaining the goals and objectives of the plan. This will give the agency tasked with implementing the plan clearer direction on taking actions toward any goals and objectives outlined, and allow the County and City commissions to more easily review the efforts they are funding. Any plan developed must have specific time frames delineated for accomplishing goals.

Finding #10: Beginning October 1, 2013, a half-cent of the fifth cent tourist development tax is programmed to be set aside for the Arts Exchange Project.

Recommendation #10: At a future workshop on the distribution of tourist development taxes, the Board should reconsider setting aside a half-cent of the fifth cent tourist development tax for the Arts Exchange Project.

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Finding #16: In conflict with Leon County's Discretionary Funding Guidelines Ordinance, over the past two years, grant funding has been provided to organizations receiving funding from other County programs.

Alternative Recommendation #16: Revise the Discretionary Funding Ordinance to allow agencies to apply for program or specific events as allowed through these three County grant programs as long as the organization does not receive multiple County awards for the same program or event. Agencies that receive any funding through a County administered grant program would not be eligible to receive additional County funding.

Finding #17: COCA has had occurrences of organizations not accomplishing goals as stated in their applications for funding. COCA does not have the resources to take legal action if organizations do not cooperate and return funds.

Recommendation #17: The current County funding contract with COCA should be modified to allow the County to act on COCA's behalf in order to reclaim grant funds where the obligations of the grant have not been met.

II. Re-granting Process Recommendations regarding COCA cultural grant process are #11, #12, #13, #14, and #15.
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Finding #11: The COCA grant application technical requirements are extensive. The application requires a significant amount of time and effort on the part of the applicant completing the form, as well as COCA's staff and the panel members reviewing the applications. If the application were streamlined, an applicant's chance of obtaining a higher technical score could increase, thereby, allowing COCA to reduce its support for this program, and direct staff resources toward other organizational goals and objectives.

Recommendation #11: COCA should review simplifying its application to obtain the necessary technical information to establish an applicant's eligibility.

Finding #12: The panel that approves cultural grants is primarily made up of representatives of the cultural arts community, even though the County funds re-granted are derived from bed-tax revenue.

Recommendation #12: Tourist development interests on the COCA cultural re-granting committee should be increased from one to two, to ensure adequate representation and the appropriate distribution of bed taxes from cultural related activities.

Finding #13: In past grant cycles, only two cultural organizations that were not state partners, the Tallahassee and Mary Brogan Museum met the \$1 million operating income thresholds for the maximum award of \$325,000. State partners who meet this threshold are capped at a maximum \$15,000 award.

Recommendation #13: COCA's special committee on grants should address the concerns of the state partners and other grantees about the process and bring back recommendations to the Board by December 2012.

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Finding #14: Historically, the Board has supported funding large institutions in the amount of \$300,000 through the cultural grant process. FY 2013 is the first time since the large funding category was created that \$300,000 was not allocated to large cultural institutions.

Recommendation #14: Set aside \$300,000 for the large institution category from the County re-granting funds. If COCA is unable to re-grant all the funds in this category, COCA will request Board direction regarding the allocation of the remaining funds.

Finding #15: The current COCA re-granting process clearly states that award recommendations are not final until the respective Board approves its budget. Agencies may know the amount they are recommended to receive but there is no stated guarantee of award.

Recommendation #15: To eliminate confusion regarding the awarding of County funds prior to the adoption of the County budget, an agenda item should be brought to the Board for the authorization to release budgeted funds to approved cultural agencies. In addition, similar to the City of Tallahassee's process, it is recommended that the County issue the grant payments directly to the agencies upon receipt of notification from COCA regarding the award schedule.

COCA's response to Recommendation # 11, #12, #13, #14 and #15:

All of these recommendations are related to process, eligibility, and criteria as it relates to the County's Grant program managed by COCA. As described in the narrative of this review, COCA is soon to begin the comprehensive review of the Grant process that will involve City, County, Tourism Development staff, as well as cultural representatives. Among the items to be discussed are each of the ones referred to in these recommendations. COCA hopes that prior to drawing a conclusion on any of these recommendations that the comprehensive review can take place.

However, that review cannot conclude by December 2012 as recommended here. Together with City and County staff, a timeline can be created to provide the Board with a better idea of when that review can produce its recommendations.

IMPORTANT NOTE: Among the recommendations is one that may have an unintended negative consequence for COCA. Recommendation #15 suggests that the County issue the grant payments directly rather than COCA as it is currently done. COCA's operating budget now includes those dollars, allowing COCA to be eligible for the state Local Arts Agency grant at a higher level. The removal of these funds would result in a decrease to the level of funding COCA could receive from this state grant. COCA requests that the County continue to help COCA receive a higher level of funds from the state by retaining the same dissemination of grants process.

Staff's response: Staff agrees that a comprehensive review of COCA's grant process should commence. However, staff recommends that recommendation #12, #14, and part of #15 be accepted.

- Recommendation #12 specifies that Tourist Development participation in the COCA grant process be increased from one to two representatives.
- Recommendation #14 involves setting aside a \$300,000 threshold to fund large cultural institutions.

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- The partial recommendation #15 staff recommends be accepted, is requiring COCA to bring to the Board, for the authorization to release budgeted funds to approved cultural agencies.

Recommendations #11 (streamlining the grant application), #13 (addressing the concerns of state partners access to grant funds), and the remainder of recommendation #15 (regarding the County issuing grant checks directly to awarded cultural agencies, and the financial implications to COCA's budget) can be addressed during the review process. Staff recommends that any changes to the process be brought to the Board for consideration.

III. Non-concurrence – Budget and Arts Exchange - COCA did not concur with staff's findings and recommendation #5, #6, #8, and #9 are specified, as follows (The entire detail of COCA's response including tables and charts are reflected in Attachment #2)

Finding #5: COCA overspent actual revenues from FY 2007 through FY 2011, on average, by 6% each year. Average actual revenues for the same time period were \$467,755 while average actual expenditures were \$498,004, not including re-granting and Arts Exchange income or expenses. Therefore, COCA operated from FY 2007 through FY 2011, in a deficit, on average, each year of approximately \$30,249 for a total of \$151,244 for all five years.

Over six years, COCA went from a positive unrestricted asset position to a negative position at year-end FY 2011, and has relied on unrestricted assets to meet the organization's cash flow needs.

Recommendation #5: Recommend that COCA modify business practices, and budgeting procedures to eliminate negative expenditures.

COCA's response: County staff's Finding #5 is flawed (Table 2 (corrected)). Based on this incorrect finding, COCA does not concur that modifications to its business practices or budgeting procedures are warranted.

Staff's response: The implementation of recommendation #8 that the County's internal auditor address all expenditures related to the Arts Exchange in relation to County and City COCA contracts will address this issue.

Finding #6: Financial Audits provided for fiscal years 2006 through FY 2011 indicate the same significant control deficiencies related to the preparation of financial statements in conformity with general accounting principles; however, this is not considered a material weakness. Correspondingly, COCA's general response to this deficiency is that due to the absence of material weaknesses, the low volume of transactions, and the review of financial statements by the Board of Directors and its Executive Committee of the Board, COCA does not believe it is necessary to undertake the additional costs and redirection of resources associated with additional accounting review or training to transition current financial statements to GAAP format financial statements.

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November 13, 2012
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Recommendation #6: Recommend that COCA develop a compensating control (another method of internal control) that will eliminate the need to report what is deemed a significant deficiency related to the preparation of financial statements.

COCA's response: With a CPA serving on the COCA Board of Directors, COCA has been advised that seeking more of his or another volunteer CPA's time may provide the compensating control to warrant removal of this comment. The Board does not consider it to be cost effective to allocate additional funds in a business of this size to provide additional services of a CPA.

Staff's Response: COCA's response indicates that this issue may be adequately addressed during the upcoming FY 2012 financial audit.

Findings #8: A pledge amount of \$200,000 was received in August 2012 for the Arts Exchange Project. Prior to receiving funds, this money was used as part of the match money required by the Knight grant with authorization from the Knight Foundation. Furthermore, COCA moved forward with the Arts Exchange pre-development efforts within the means of the outstanding pledge amount by providing staff time by which they tracked "billable hours" against the Arts Exchange Project.

In addition to detailed salary documentation recording COCA in-kind services, they responded with

"This sum represents staff time allocated to complete project tasks from FY 2009 to date, including but not limited to: update feasibility studies, manage the RFP for architects, design and maintain a website for public information, develop and submit grant proposals, pursue large individual donations with targeted funders, create the incubator's facility program with the architects, coordinate efforts on the housing facility with Artspace Projects, manage issues related to the land provided by the City, staff a citizens steering committee, update operating pro forma as new anchor tenants were identified, pursue a partnership with the Florida Center, and research alternate sites and configurations" (Attachment #17).

When the pledge is received, COCA will reimburse itself the \$200,000 for staff services provided to the Arts Exchange project to date.

By leveraging grant money with an outstanding pledge and providing services without compensation, COCA placed themselves in an undue risky financial situation if the outstanding pledge balance had not been fulfilled.

Recommendations #8: For numerous reasons, this project has not gained enough support to effectuate its completion. Poor economic conditions and a lack of public and private financial support remain complicating efforts to move the Arts Exchange project forward. Further pursuit of this project would seem to be an inefficient use of time and resources until the economy improves and the community as a whole decides on the appropriate level of financial support for major cultural arts infrastructure.

COCA's response: To date this community, the Bindhardt Family, and the Knight Foundation have made a significant investment in the successful predevelopment phase of this project. Daily, COCA continues to hear the critical needs related to space of this kind. As new opportunities arise for partnerships and evaluation of existing spaces,

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COCA will analyze the merit of each and the value of proceeding to work on this project. Of course, much will be related to the ability to find further private funds to do so.
Staff's response: Specified in Recommendation #8.

Finding #9: With COCA crediting billable hours against required expenditures for the Arts Exchange, it appears that COCA has monetarily. The receipt of the remaining pledge funds provided COCA with additional monetary resources that do not appear to be programmed. As previously discussed in the Financial Analysis Section, at year-end FY 2011, COCA was negative in unrestricted assets in the amount of (\$12,250), or a reduction in unrestricted assets of \$156,966. Pending the FY 2012 financial audit, and the recording of the pledge, previously booked as a restricted asset, if COCA does not overspend its budget, it should show positive unrestricted assets.

Recommendation #9: Since this is a management review, request the County internal auditor, in consultation with the City, complete a review of all activity related to the Arts Exchange project in conjunction with the County and City contracts with COCA.

COCA's response: COCA's annual independent audits do include the Arts Exchange project as a component of the COCA overall financials. Separating those expenses and income is an exercise that may have been helpful to the County to validate the separate use of County funds as also shown in Table 6 here in COCA's Response. With COCA's annual independently audited information, along with the twelve months of work County and COCA Staff expended on this review, allocating additional county staff and resources may be duplicative work. However, COCA will, of course, cooperate with any further work the County deems necessary to understand the Arts Exchange Project and the County's investment in COCA's contracts.

Staff's response: As noted previously, staff's recommendation would require an additional review of the Arts Exchange project. If the Board does not wish for any further work to be performed regarding this review, then recommendation #9 should not be approved.

Options:

1. Accept staff's report regarding the Management Review of the Council on Culture & Arts (Attachment #1), and accept the recommendations #3, #4, #5, #6, #7, #8, #9, #10, #12, #14, part of #15, Alternative #16 and #17, as specified in the analysis and staff's responses.
2. Refer items #11, #13, and part of recommendation #15 regarding the grant process, to the COCA grant review committee that will include City, County, Tourism Development staff, as well cultural representatives, and direct that any changes be brought to the Board for consideration.
3. Do not accept staff's report regarding the Management Review of the Council on Culture and Arts.
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Management Review Report on the Council for Culture and Arts
2. COCA's response to Management Review Report

BOARD OF COUNTY COMMISSIONERS

MEMORANDUM

DATE: November 6, 2012

TO: Honorable Chairman and Members of the Board

THRU: Vincent S. Long, County Administrator

FROM: Alan Rosenzweig, Deputy County Administrator

SUBJECT: Additional Information for Agenda Item #17

During the production of the November 13, 2012 Agenda, a portion of Finding #9 was inadvertently omitted from the agenda item. The following is the complete language for Finding #9 on page 8 of Agenda Item #17 (page 221 of 1427). The Finding is reflected correctly in the body of the report, which is Attachment #1 of the item.

With COCA crediting billable hours against required expenditures for the Arts Exchange, it appears that COCA has monetarily benefitted from funds associated with the Arts Exchange project in a manner that will allow them to replenish reserves used to advance fund the project through payroll expenditures. The receipt of the remaining pledge funds provided COCA with additional monetary resources that do not appear to be programmed. As previously discussed in the Financial Analysis Section above, at year-end FY 2011, COCA was negative in unrestricted assets in the amount of (\$12,250), or a reduction in unrestricted assets of \$156,966. Pending the FY 2012 financial audit, and the recording of the pledge, previously booked as a restricted asset, if COCA does not overspend its budget, it should show positive unrestricted assets.

Leon County Board of County Commissioners

Cover Sheet for Workshop

February 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Workshop on Consideration of the Cultural Plan Review Committee's Final Report and Recommendations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ken Morris, Director Economic Development & Business Partnerships Lee Daniel, Director of Tourism Development

Fiscal Impact:

The County has generally maintained level funding for the cultural arts during the economic recession. Today, the County provides \$654,500 annually to Council on Cultural Arts (COCA) with \$504,500 derived from bed tax revenues, which are earmarked for re-granting to cultural organizations. The remaining \$150,000 is used to support COCA's administrative costs. The County and City combined accounted for 93.25% of COCA's administrative and re-granting funds in FY 2013.

Based on the Board's preliminary direction at its workshop on October 29, 2013 to dedicate a full one-cent of bed taxes to culture in FY 2015, the County's investment in the cultural arts would increase by \$400,000 annually. In total, the County's projected budget for cultural arts in FY 2015 will surpass \$1 million.

Staff Recommendation:

Board direction.

Title: Workshop on Consideration of the Cultural Plan Review Committee's Final Report and Recommendations
February 11, 2014
Page 2

Report and Discussion

Background:

This workshop is being presented to the Board to review and consider the recommendations given in the Final Report of the Cultural Plan Review Committee (Attachment #1). In 2003, the "Cultural Plan for the Future of the City of Tallahassee and the Capital Area" was developed by an advisory group appointed by the City of Tallahassee, as well as participation by several community leaders. Since 2003, Leon County has partnered with the Council on Culture & Arts (COCA) to implement the Cultural Plan and administer the cultural grant program. During this period, the County has provided COCA with \$6.86 million in funding, of which \$5.14 million has been re-granted to the community.

On September 18, 2012, the Board directed the County Administrator to work with the City Manager to finalize a proposal to update the Cultural Plan. The following month, the Board approved the process to update the Plan with an 18-member Cultural Plan Review Committee (Committee) appointed by the County and City Commissions. Staff was provided by the City as the County provided staffing for the Sales Tax and Imagine Tallahassee Committees. The Committee was tasked with reviewing the original Cultural Plan, assessing the status of plan implementation, determining what portions of the plan need to be updated or omitted based on changes that have occurred, and providing recommendations to the County and City Commissions on modifications to the plan objectives.

On June 18th and 19th, 2013, Ms. Kelly Dozier, Committee Chairperson, presented the Interim Report to the County and City Commissions respectively (Attachment #2). The Interim Report found that there was a need to look at both the short term and long-term objectives of our cultural community. The Committee made several recommendations, including the reinstatement of a Cultural Plan Implementation Committee. During the presentation to the Board, Commissioners expressed concerns about the cultural arts community's financial dependence on local government and the need for additional support from the private sector. The Board also allocated up to \$5,000, in collaboration with the City, to secure a professional facilitator to assist the Committee.

This workshop on the Cultural Plan is one of four intertwined matters competing for limited resources. Staff presented an agenda item to the Board on January 21, 2014 detailing the overlapping nature associated with the Cultural Plan Update, the Leon County Sales Tax Committee recommendations, the FSU Civic Center District Master Plan and related convention center, and the Community Redevelopment Agency's (CRA) role in determining the future use of the one-cent bed tax dedicated to the performing arts center. The item, as approved by the Board, provided a sequence for the Board to address these matters to ensure the Board has the best information upon which to make decisions given some of the overlapping financial and policy implications. Based on the Board's actions on all of these issues, staff will bring back an agenda item reconciling each of the Board's directives for final approval prior to scheduling joint meetings with the Intergovernmental Agency and/or CRA.

Title: Workshop on Consideration of the Cultural Plan Review Committee's Final Report and Recommendations
February 11, 2014
Page 3

Analysis:

The Committee held its first meeting on December 10, 2012 and unanimously approved the Cultural Plan a year later on December 16, 2013. The Final Report was provided to the County on January 31, 2014. More than 100 meetings were publically noticed, providing opportunity for input from interested parties. Specific areas the Committee was asked to address include:

- How to raise additional funds for arts, culture, and heritage communities?
- What are the immediate facility needs for arts and cultural organizations in the community and provide specific recommendations to meet those needs recognizing the fiscal limitation of public funding?
- How to elevate awareness of arts, cultural and heritage organizations in the community to local and regional audiences?
- How can the arts, cultural and heritage communities work more closely with the educational institutions and public and private sectors?

Upon reviewing the original Plan, the Committee initially branched out into six subcommittees. Due to the overlap of issues, the six subcommittees were reduced to four and the Final Report reflects the findings and recommendations in the following four program areas:

1. Economic Development & Marketing
2. Education
3. Funding and Facilities
4. Plan Implementation/COCA

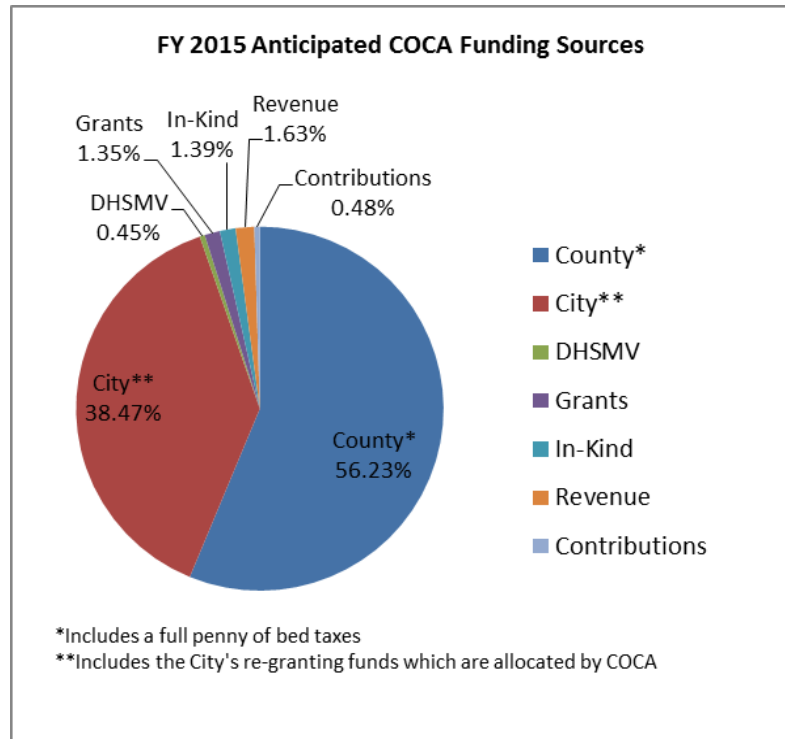
The Committee did not prioritize the recommendations in any particular order nor assign a cost to the recommended initiatives. Instead, the Committee is seeking the Board's approval of the Final Report in order to proceed with hosting a community workshop in partnership with COCA. Following the community workshop, the Committee anticipates that COCA will utilize the updated Plan in developing an implementation plan and FY 2015 budget request. The Committee also recommends establishing a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan.

Changes to the economy over the past decade have had a significant impact on local cultural organizations' ability to fundraise, meet financial objectives, and remain functionally sustainable. The Final Report cites national data on the impact of the arts and the disproportionate cuts endured during the recession compared to the overall economy. However, the County and City are recognized for their commitment to the value of culture, arts, and heritage over this time period. Further, it credits the support of the County and City for COCA's recognition as one of the only local arts agencies in Florida to maintain level grant funding to local culture, arts, and heritage organizations.

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According to the Audit of COCA Salary Funding and Expenditures, historical funding for COCA has declined by \$259,036 (21.5%) between FY 2008 and FY 2012 (Attachment #3). During that same time period, the County reduced its funding to COCA by \$3,850 (0.6%). Today, the County provides \$654,500 annually to COCA with \$504,500 derived from bed tax revenues, which are earmarked for re-granting to cultural organizations. The remaining \$150,000 is used to support COCA’s administrative costs. According to information provided by COCA and the City of Tallahassee, the County and City accounted for 93.25% of COCA’s funding in FY 2013. This includes the City funds set aside for re-granting through COCA but are maintained on the City’s financial books.

The proportion of COCA’s funding provided by local governments may increase in FY 2015. At the Board’s October 29, 2013 workshop to consider future uses for the one-cent bed tax dedicated to the performing arts center, the Board provided preliminary direction to increase its financial support of the arts



from bed tax funds by seeking to utilize a full-cent for arts and culture (Attachment #4). This would increase the County’s investment in culture by nearly \$400,000 annually, as staff projects each penny of the bed tax to generate approximately \$900,000 in FY 2015. However, this increase cannot be effectuated until the Board meets with the City Commission and CRA on the reallocation of bed taxes currently dedicated to the performing arts center (Attachments #5 & #6). When combined with the \$150,000 for administrative costs, the County’s projected budget for cultural arts in FY 2015 will surpass \$1 million. The pie chart above anticipates the County and City providing 94.7% of COCA’s administrative and re-granting funds by FY 2015.

The Committee recommendations, by program area, are provided in the subsequent portions of this analysis along with staff findings and recommendations. Please refer to the Final Report for the full narrative and detail associated with the Committee’s program areas and recommendations.

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Economic Development & Marketing:

1. Create a unified marketing and advertising campaign for promoting Tallahassee and the Capital Area as a cultural hub (Also refer to Economic Development & Marketing Recommendations #10 and #11).
 - o Establish a steering committee from various organizations with each contributing the funds for an advertising campaign.
2. Support a Trolley system and transportation linkages to further connect the districts with cultural components, which have been and are being developed throughout Tallahassee. Examples include Midtown, Frenchtown, Downtown, Cascades Park, Southside, College Town, Gaines Street, The Market District, and others.
3. City of Tallahassee and Leon County should continue to identify and support districts with cultural components by providing appropriate way finding, parking opportunities and transportation links for ease of accessibility to arts, culture and heritage entities.
4. In order to improve the business skills of arts and culture executives, COCA will continue to provide training workshops to assist artists and arts/cultural organizations in ways to implement effective business practices
5. COCA should continue to collaborate with Leon County Tourist Development (Visit Tallahassee) to promote local heritage and cultural destinations. COCA and Visit Tallahassee should continue their efforts to combine their events calendar and create a mobile user-friendly website as well as an app for smart phone users to easily access the information. Information should be presented in a professional and attractive format.
6. Leon County Tourist Development (Visit Tallahassee) should continue to market Tallahassee as a "location site" for the film industry, as an economic driver, in cooperation with the FSU Film School, The Film Society, Florida A&M Journalism/Film Program, TCC Film Program, the Tallahassee Film Festival and other film-oriented organizations.
7. Every three years, COCA should use real data collected through an economic impact report to provide current information on the economic impact of arts and culture in our community. (Refer to Plan Implementation recommendation #9)
 - o To be paid by the County and City.
8. Increase the concept of community arts liaisons including the expansion of the existing arts liaisons program of the Economic Development Council to include leaders of the arts community in an effort to be proactive and look for economic development opportunities that may present themselves as a result of cultural and heritage events in our community.
9. Working with the City of Tallahassee Police Department and others involved in Festival permitting and planning, COCA should create a guide and checklist for event or festival planning and hold workshops to assist those interested in creating new events or sustaining existing events in our community.

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10. COCA should develop an annual marketing and communications plan that includes an analysis and determination of its brand, strategic messages, target audiences, the best media channels to reach those audiences and quantifiable goals to determine the efficacy of its marketing strategies.
11. COCA to work alongside Leon County Tourist Development (Visit Tallahassee) and other organizations to help identify and promote destination-defining events, which help, define the brand and spotlight arts, culture and heritage.
12. COCA will work with Leon County Tourist Development (Visit Tallahassee) and local businesses, arts organizations and hoteliers to package arts, culture, and heritage resources wherever possible and practical to expand the geographic footprint and reach of our local offerings beyond our community.

Staff Findings:

The first recommendation in this section seeks to establish a steering committee from multiple organizations throughout the community to advance a marketing effort funded by participating organizations. A unified marketing and advertising campaign should be led by a team of industry professionals rather than an ad hoc steering committee and it is unlikely that a sizeable marketing fund could be collected under this model on a consistent basis in order to be effective.

Coordination with the Leon County Division of Tourism Development is referenced in five of the 12 recommendations. The Division of Tourism Development also carries out two additional recommendations (#9 and #10) in its current day-to-day operations to grow the destination market and promote the area. Given these findings and recommendations, the growing needs of the cultural community, and the County's anticipated \$900,000 investment of tourism funds (\$1 million in total County funds), the Board may wish to explore some operational efficiencies and alternatives to support the cultural arts by providing these services in-house through the Division of Tourism Development. The Division is fully staffed, experienced in the distribution and oversight of grants programs, and actively markets local culture, arts, and heritage events in partnership with a professional marketing and public relations firm.

Staff Recommendation:

Should the Board wish to explore the operational efficiencies of implementing the Cultural Plan under the Division of Tourism Development, staff would prepare an agenda item for Board's consideration on the implementation and execution of the Cultural Plan, including the granting process, under this County Division and in partnership with the City.

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Education:

1. To create a collective place that serves as a conduit between teachers, schools and the business community so schools and teachers can share needs and businesses can directly respond to help with these needs.
2. Arts, heritage and education organizations should be encouraged to share their expertise with public, private and with home schools.
3. Increase commitment to Leon County's youth and strengthen art and business relationships by creating an Arts at Work program, which is a comprehensive youth program that promotes the arts.
4. Local festivals should showcase student accomplishments in the arts by featuring a COCA/LCS booth that showcases work from K-12.
5. An arts, culture, and heritage curricula coordinator position at Leon County Schools should be created to serves as the businesses conduit between the schools, businesses and arts, heritage and cultural organizations.
6. A Coalition for Arts, Culture and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.
7. A Youth & Education Network should be formulated (Refer to Plan Implementation recommendation #7). This group will bring greater awareness of and advocate for the importance of arts, culture and heritage education in the community.
8. Promote more "Art in Public Space," and where there currently is art, provide educational opportunities such as signage at the site of public artworks or guided/self-guided tours.
9. Formulate creative partnerships with organizations that are able to provide volunteers to assist in school arts/heritage classes and activities on a regular and consistent basis.
10. Promote lifelong learning for arts, culture, and heritage by providing a variety of professional development workshops and continuing education opportunities for the community to attend at affordable prices.

Staff Findings and Recommendations:

There are no additional staff findings or recommendations for this section.

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Funding and Facilities:

1. Leon County and the City of Tallahassee should continue to provide financial support for arts, heritage, cultural programs, festivals special events, and educational conferences that add to the quality of life and help make Tallahassee a desirable destination.
2. In addition to local government funding, COCA should continue to seek additional public and private funding to support its programs and grants, while not competing with other local arts, cultural and heritage organizations.
3. Recognizing that there are several local government-funded grant programs, as well as varied conditions and criteria regarding eligibility for funding, the committee recommends that there be increased collaborations between all parties including, but not limited to, more effective sharing of information between funding agencies and improved dissemination of information about funding opportunities with all potential applicants (An illustration of local government funding can be found on page 39 of the Final Report).
4. The committee recommends funding be made available for current and future festivals, which will be subject to annual assessment and evaluation determined by the grantor.
5. Establish a new matching grant program for capital improvements for arts, cultural and heritage organizations (See Addendum A1 in the Final Report for grant guidelines).
 - o A dedicated source of funding should be identified for this purpose, such as the use of bed tax dollars currently set aside for the performing arts center.
6. The on-going need for performance venues must be addressed.
7. If we can strengthen our existing cultural organizations and events, demonstrating a record of success, it will be their constituents who will ultimately be the strongest supporters of a future performing arts center.
8. There have been some wonderful and unique installations in our community. There should be a cohesive vision for art in public spaces, such as the gateways to our community or roundabouts creating our "sense of place."
9. Recognizing that the arts, culture and heritage are a central part of what makes up our community; and recognizing that organizations which provide vital experiences in arts, culture and heritage, like other non-profits, have traditionally faced a myriad of challenges in establishing and maintaining financial sustainability and therefore must rely on governmental support; it is a desirable vision to someday see this segment of our community become financially strong and more self-sustaining.
10. Create a funding source that provides competitive grants to art, and cultural and heritage organizations, as well as state and local government in our community, for projects and programs that would allow those organizations to achieve a desired "quantum leap" (highly significant advance or breakthrough) in their offerings or level of self-sustainability. This game changing opportunity grant is essential to the economic development and quality of life of the community (See Addendum A2 in the Final Report for more information).
 - o The Committee recommends a level of funding that would provide \$5,000,000 over the 20-year life of the sales tax extension, or \$250,000 per year, and be administered through an existing granting infrastructure, such as the one in place at COCA.

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Staff Findings:

The County, City, CRA, and Tallahassee Downtown (the Downtown Improvement Authority) each provide funding and resources to support the growing cultural community and festivals/activities. More specifically, the County provides \$654,500 annually to the COCA with \$504,500 earmarked for re-granting to cultural organizations.

Recommendation #4 seeks the continued availability of funds for festivals and events that would be subject to annual evaluation by the grantor. The Board recently approved the creation of the Tourism Signature Event Grant Program and allocated \$125,000 annually for large events and festivals. While the program is not specifically restricted to cultural events, staff anticipates that these funds will be utilized for arts and cultural activities.

Another recent Board action that is not contemplated in the Final Report is its workshop on October 29, 2013 to consider future uses for the one-cent bed tax dedicated to the performing arts center. The Board's support for a capital grants program was based on the needs identified in the Committee's Interim Report. During the workshop, the Board provided preliminary direction to increase its financial support of the arts from bed tax funds by seeking to utilize a full-cent for arts and culture to include:

- The current funding levels for the COCA re-granting process (\$504,500).
- The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
- Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation as recommended by the Tourist Development Council in conjunction with the Cultural Review Planning Committee's Final Report.

The Board's preliminary direction to utilize a portion of the bed taxes currently dedicated to the performing arts center for culture in FY 2015 would increase the County's investment by nearly \$400,000 annually, as staff projects each penny of the bed tax to generate approximately \$900,000 in FY 2015. However, this increase cannot be effectuated until the Board meets with the City Commission and CRA on the reallocation of bed taxes currently dedicated to the performing arts center.

Recommendation #5, which seeks to establish a matching grant program for capital improvements for the arts, cultural, and heritage organizations with the bed tax dollars currently set aside for the performing arts center, is contemplated in the Board's direction from the October 29th workshop. Should the City concur with the Board, the Tourist Development Council will work with the cultural community to bring back recommendations to the Board on the allocation of a full-cent to include the re-granting funds for COCA, a capital grants program, and other cultural investment opportunities.

In a separate workshop on February 11, 2014, the Board will have the opportunity to consider the recommendations of the Sales Tax Committee as they relate to the proposed "Quantum Leap" program described in recommendation #10.

Staff Recommendation:

There are no staff recommendations for this section.

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Plan Implementation:

1. COCA will continue to re-grant annually contracted funds from the City of Tallahassee and Leon County through a competitive grant process for culture, arts, and heritage organizations supporting the superlative work these organizations provide the entire community.
 - o Recognizing the limitations in place by Statute, the City of Tallahassee and Leon County should attempt to ease requirements in the COCA Grant Program providing a collective pool of grant dollars to assist local culture, arts, and heritage organizations with general operations grant funding.
2. Create grant programs for individual artists through creative funding streams to support individuals in our community who contribute to culture, arts, and heritage.
3. COCA shall continue to seek out collaborative granting opportunities to partner with organizations and individual artists in the community for grant dollars and public/private funding for which they alone can apply to bring in more funds into our community to help elevate culture, arts, and heritage.
4. Acting as the local arts agency for all citizens in the City of Tallahassee and Leon County, COCA will advocate for and champion all culture, arts, and heritage organizations and individuals.
5. A Coalition for Arts, Culture, and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.
6. As the local arts agency, COCA will create an ongoing conversation in the community regarding the value of public and private financial support for arts, culture, and heritage.
7. A Youth & Education Network should be established to provide networking, collaborative, and cooperative opportunities to community arts, culture, and heritage educators and administrators.
8. The Board of Directors and staff of COCA will align their strategic vision and long-term organizational plan with the Cultural Plan and collaborate with the Cultural Plan Advisory Committee and community stakeholders to evaluate the implementation and progress of the Goals, Recommendations, and Strategies in the Cultural Plan to best serve all communities in the City of Tallahassee and Leon County.
9. In aligning their strategic vision and long-term organizational plan with the Cultural Plan, COCA will provide the community with an "Economic Impact Study" every three years that demonstrates the role arts, culture, and heritage organizations and individuals play in the local economy.
 - o To be paid by the County and City.
10. With the adoption of the new Cultural Plan a Cultural Plan Advisory Committee will be created by the City and County Commissions to:
 - o Collaborate with plan implementation stakeholders and community on organizational and community needs assessments addressed in the Cultural Plan.
 - o Provide advisement to plan implementation stakeholders and community with possible amendments, improvements, or changes to the Cultural Plan for the betterment of arts, culture, and heritage in our community.
 - o Report the annual progress of the Cultural Plan to the County and City Commissions.

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11. Report the annual progress of the Cultural Plan to the commissions of the City of Tallahassee and Leon County.
12. Upon acceptance of the new Cultural Plan, in anticipation of budget preparation and budget workshops at the City of Tallahassee and Leon County, and with the hiring of the new executive director of COCA and other key arts, culture, and heritage staff discussed in the Cultural Plan; funders, policy makers, organizations, individuals and governmental groups, which contribute to the implementation of the Cultural Plan shall conduct a workshop, co-led by COCA Executive Director and Chair of Cultural Plan Advisory Committee, to collectively understand and discuss the implementation of the Cultural Plan and begin the process of collaboration in implementation. A goal of this workshop would include:
 - o Establishing funding needs for the implementation of the Cultural Plan, which may need to be considered during the budgeting process of the County and City.
13. It is recognized by the CPRC that the implementation of some of the recommendations included in the Capital Area Cultural Plan may require additional staffing and funding for COCA. The COCA Board as the governing entity of COCA, with support from the Cultural Plan Advisory Committee, will determine and recommend any additional positions and funding which it deems necessary to effectively implement the plan.

Staff Findings:

This section of the Final Report presents a conundrum in its first recommendation whereby cultural events are linked to enhancing tourism but bed tax funds are considered too restrictive because they require a grantee to demonstrate their tourism impact. The use of tourism funds are prescribed in Florida Statutes so the Board has limited latitude to 'ease requirements' for the COCA re-granting program.

Recommendation #10 seeks to establish a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan. Under this recommendation, the Advisory Committee would report the progress of the Cultural Plan to the County and City Commissions on an annual basis and would presumably be staffed by the County and/or City. Further, the recommendation explicitly states that the Advisory Committee would not "provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan." The addition of an Advisory Committee, staffed by the County and/or City, to oversee COCA's implementation of the Cultural Plan while not having any formal relationship or authority over COCA may be problematic. As the recognized local arts agency with a volunteer board and various partner organizations, the Board may wish to encourage COCA to establish and staff its own subcommittee to review its progress relative to the Cultural Plan.

Recommendations #11 and #12 present the process by which the Committee recommends developing more specific funding requests for the FY 2015 budget cycle. The Committee is seeking the Board's approval of the Final Report in order to proceed with hosting a community workshop in partnership with COCA. Following the community workshop, the Committee anticipates that COCA will utilize the updated Plan in developing its FY 2015 budget requests for implementation.

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Staff Recommendation:

Should the Board wish to proceed with implementing the Cultural Plan as generally outlined in the Final Report, staff recommends providing COCA with the guidance to develop its County budget request assuming \$150,000 for administrative costs and \$900,000 in County bed tax funding to include:

- The current funding levels for the re-granting process (\$504,500).
- The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
- Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.

This recommendation is based on the Board's preliminary direction at the October 29th workshop to set aside a penny of bed tax revenue for arts and culture along with the unresolved matters to be jointly addressed with the City. Staff also recommends that COCA work in consultation with the Tourist Development Council in developing its budget request for FY 2015.

The Committee's recommendation to establish a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives and report the progress of the Cultural Plan to the County and City Commissions on an annual basis would not "provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan." The addition of an Advisory Committee, staffed by the County and/or City, to oversee COCA's implementation of the Cultural Plan while not having any formal relationship or authority over COCA may be problematic. As the recognized local arts agency with a volunteer board and various partner organizations, staff recommends encouraging COCA to establish and staff its own subcommittee to review its progress relative to the Cultural Plan rather than the County and City creating a separate Advisory Committee to oversee the implementation of the Plan.

Summary

The Committee's Final Report recognizes the County and City for their commitment to the value of culture, arts, and heritage during the recession as many local governments disproportionately cut funding for the arts over this time period. The Committee did not prioritize its recommendations in any particular order nor assign a cost to the recommended initiatives. Instead, the Committee is seeking the Board's approval of the Final Report in order to proceed with hosting a community workshop in partnership with COCA. Following the community workshop, the Committee anticipates that COCA will utilize the updated Plan in developing its FY 2015 budget requests for implementation.

This workshop on the Cultural Plan is one of four intertwined matters competing for limited resources along with the Leon County Sales Tax Committee recommendations, the FSU Civic Center District Master Plan and related convention center, and the CRA's role in determining the future use of the one-cent bed tax dedicated to the performing arts center. The Board approved a sequence to address these matters at its meeting on January 21, 2014 to ensure that it has the best information upon which to make decisions given some of the overlapping financial and policy implications.

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Today, the County provides \$654,500 annually to COCA with \$504,500 derived from bed tax revenues, which are earmarked for re-granting to cultural organizations. The remaining \$150,000 is used to support COCA's administrative costs. According to information provided by COCA and the City of Tallahassee, the County and City accounted for 93.25% of COCA's administrative and re-granting funds in FY 2013. This includes the City funds set aside for re-granting through COCA but are maintained on the City's financial books.

The Committee anticipates that additional funds will be sought by COCA to implement the Cultural Plan but does not address any operational or organization efficiencies, nor is there a determination that the County and City funds have demonstrated a return on investment. Based on the Board's preliminary direction at the October 29, 2013 workshop to increase its investment in the cultural arts, the County's projected budget for COCA in FY 2015 will surpass \$1 million. Service delivery enhancement and efficiencies may be available through the Leon County Division of Tourism Development as it is referenced numerous times and already carries out many of the functions described in the Final Report. Given these findings and the growing needs of the cultural community, the Board may wish to explore the potential operational alternatives and efficiencies that could be achieved by providing support to the cultural arts through the Division of Tourism Development. The Division is fully staffed, experienced in the distribution and oversight of grants programs, and actively markets local culture, arts, and heritage events in partnership with a professional marketing and public relations firm.

Should the Board wish to explore implementing the Cultural Plan under the Division of Tourism Development, staff recommends the Board accept the Committee's Final Report and to direct staff to bring back an agenda item for Board consideration on the implementation and execution of the Cultural Plan, including the granting process, under the Division of Tourism Development and in partnership with the City.

Should the Board wish to proceed, as generally outlined in the Final Report, staff recommends the Board accept the Committee's Final Report with two caveats as follows:

The Committee recommends establishing a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives contained in the revised Plan. Under this recommendation, the Advisory Committee would report the progress of the Cultural Plan to the County and City Commissions on an annual basis and would presumably be staffed by the County and/or City. Further, the recommendation explicitly states that the Advisory Committee would not "provide oversight, supervision, or management of any individual, organization, or stakeholder named in the Cultural Plan." The addition of an Advisory Committee, staffed by the County and/or City, to oversee COCA's implementation of the Cultural Plan while not having any formal relationship or authority over COCA may be problematic. Should the Board wish to proceed as generally outlined in the Final Report, staff recommends encouraging COCA, as the recognized local arts agency, to establish and staff its own subcommittee to review its progress relative to the Cultural Plan.

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Based on the Board's preliminary direction at the October 29th workshop and the unresolved matters to be jointly addressed with the City, staff recommends providing COCA with the guidance to develop its budget request at this time, in consultation with the Tourist Development Council, assuming \$150,000 for administrative costs and \$900,000 in County bed tax funds to include:

- The current funding levels for the re-granting process (\$504,500).
- The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
- Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation as recommended by the Tourist Development Council in conjunction with the Cultural Review Planning Committee's Final Report.

Consistent with normal practices, staff will prepare a ratification item summarizing the Board's action and direction at this workshop. Concurrently, a ratification item will also be presented on the Board's actions with regard to the workshop on the Sales Tax Committee's recommendations and a revised sequence of actions and policy positions taken by the Board. Once the Board has reaffirmed its actions, staff will proceed with scheduling joint meetings with the Intergovernmental Agency and/or CRA to carry out the Board's direction.

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Options:

1. If the Board wishes to explore the operational efficiencies of implementing the Cultural Plan under the Division of Tourism Development, staff recommends the Board:
 - a. Accept the Cultural Plan Review Committee's Final Report.
 - b. Direct staff to bring back an agenda item for Board consideration on the implementation and execution of the Cultural Plan, including the granting process, under the Division of Tourism Development and in partnership with the City.
2. If the Board wishes to proceed, as generally outlined in the Final Report, staff recommends the Board:
 - a. Accept the Cultural Plan Review Committee's Final Report.
 - b. Encourage COCA to establish and staff its own subcommittee to review its progress relative to the Cultural Plan.
 - c. Direct COCA to develop its FY 2015 budget request to the County assuming \$150,000 for administrative costs and \$900,000 in County bed tax funds, in consultation with the Tourist Development Council, to include:
 - i. The current funding levels for the re-granting process (\$504,500).
 - ii. The creation of a capital grants program for cultural institutions, with the associated application process and guidelines, allowable under section 125.0104, Florida Statutes.
 - iii. Additional arts and culture investment opportunities available with Tourist Development Tax funds to enhance visitation.
3. Do not accept the Cultural Plan Review Committee's Final Report.
4. Board direction.

Recommendation:

Board direction.

Attachments:

1. Final Report of the Cultural Plan Review Committee.
2. Interim Report of the Cultural Plan Review Committee.
3. Funding Sources of COCA, 2012-03 Audit of COCA Salary Funding and Expenditures.
4. October 29, 2013 Workshop on the Future Uses for the One-Cent Tourist Development Tax Currently Dedicated to a Performing Arts Center - w/o attachments.
5. Interlocal Agreement with the City of Tallahassee and CRA, June 23, 2004.
6. First Amendment to the Interlocal Agreement with the City and CRA, October 4, 2007.

VSL/AR/KM

AGREEMENT

WHEREAS, pursuant to Chapter 25978, Laws of Florida, Acts of 1949, the City Commission of the City of Tallahassee, Florida, hereinafter the "City", and the Board of County Commissioners of Leon County, hereinafter the "County", as governmental units, are authorized to enter into and carry into effect certain contracts and agreements; and,

WHEREAS, promoting awareness, appreciation, and development of the arts, as well as providing service in the realm of the arts, within Tallahassee and Leon County has been determined to be a public purpose; and,

WHEREAS, the City and County have determined that there is a need for the formation of a fine arts council in accordance with the provisions of Section 265.32, Florida Statutes, and have further determined that both the appointment of members to the council and the issuance of revenue bonds by the council should be subject to approval by both the City and the County,

NOW, THEREFORE, in consideration of the above and other good and valuable considerations, the City and County do hereby agree as follows:

1. The County will, by appropriate resolution, create the Tallahassee-Leon County Cultural Resources Commission, hereinafter referred to as the "Council", which shall be a fine arts council formed in accordance with, and having the authority granted by, Section 265.32, Florida Statutes (1983).

2. The City and County shall concur in the appointment of all members to the Council, both initial appointees as well as those subsequently appointed to fill vacancies on the Council.

3. The Council shall issue no bonds unless such issue shall have been approved by resolution of both the City and the County. Bonds issued by the Council shall not constitute a debt of the City or the County, nor shall such bonds constitute a pledge of the faith and credit of the City or County, unless such assumption or pledge is made by express resolution in accordance with Section 265.32(6)(b), Florida Statutes (1983).

4. Neither the City nor the County, either by entering into this Agreement or by creating the Council, are making any commitment to present or future funding of the Council. However, nothing herein shall preclude the Council from submitting requests for such funding to the City and/or the County.

Approved by the Tallahassee
City Commission

Approved by Leon County
Board of Commissioners

October 9, 1985
Date

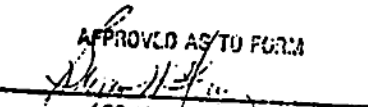
October 18, 1985
Date


HURLEY W. RUDD, MAYOR


GAYLE NELSON, CHAIRMAN

ATTEST:


ROBERT B. INZER
CITY TREASURER-CLERK

APPROVED AS TO FORM

BRYAN W. HENSELEY
ASSISTANT CITY ATTORNEY

Leon County Board of County Commissioners

Cover Sheet for Agenda #33

January 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47 of the Code of Laws of Leon County, Florida, Providing for Amendments to the Leon County Tourist Development Plan, Exhibit A

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of the Office of Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Ryan Aamodt, Management Intern

Fiscal Impact:

This item has programmatic fiscal impacts. The Board's adoption of this proposed Ordinance to effectuate the reallocation of the Tourism Development Tax (TDT) would increase the TDT dedicated to the Council on Culture & Arts (COCA) from approximately ½-cent TDT (\$504,500) to a total 1¼-cent TDT, or an estimated \$1,125,000 beginning in FY 2015. The dedicated 1¼-cent TDT shall be used to support the cultural plan and grant programs administered through COCA. Specifically, monies accrued from the ¼ - cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. In addition, ¼ cent will be utilized for tourism related expenses as determined by the Board.

Staff Recommendation:

- Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance amending Section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A (Attachment #1).
- Option #2: Approve the Resolution to ensure that allocated Tourism Development Tax revenues to COCA shall be utilized in accordance with the uses authorized in Florida Statute 125.0104 (Attachment #2).

Title: First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47 of the Code of Laws of Leon County, Florida, Providing for Amendments to the Leon County Tourist Development Plan, Exhibit A
January 27, 2015
Page 2

Report and Discussion

Background:

During the December 9, 2014 meeting, the Board reached an agreement with the City of Tallahassee (City) regarding the reallocation of the TDT currently dedicated to the performing arts center. To effectuate this agreement, two Interlocal Agreements were amended and a new Interlocal Agreement was created.

As part of the reallocation of the one-cent TDT dedicated to the Performing Arts Center, the County, City, and CRA reached a new agreement to allocate a total of one-cent of TDT to support both City and County cultural grants starting in FY 2015. In addition, for five years beginning in FY 2015, the County shall dedicate an additional ¼ cent of the one-cent previously dedicated to a performing arts center(s) to support cultural grant programs. Monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. During this five-year term, the City and County will continue to commit general revenues funds in the amount of about \$150,000 each towards the operation of COCA. The City and the CRA subsequently approved the new agreement on December 10 and 11, respectively.

Analysis:

The County Attorney's Office has prepared a draft Ordinance amending the Tourist Development Plan as directed by the Board. Any changes to the Tourist Development Plan must be approved by Ordinance, adopted upon affirmative vote of a majority plus one additional member of the Board, pursuant to section 125.0104(4)(d), Florida Statutes. The proposed Ordinance has been advertised consistent with state law and the Leon County Code of Laws (Attachment #3).

This proposed Ordinance would effectuate the newly adopted Interlocal Agreements to ensure the appropriate level of funding by the TDT to support COCA in its mission to serve the community in the realm of the arts. This proposed Ordinance would increase the TDT dedicated to COCA from approximately ½-cent TDT (\$504,500) to a total 1¼-cent TDT, or an estimated \$1,250,000 beginning in FY 2015. Expenditure of the aforementioned funds must be used for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, and consistent with uses authorized in section 125.0104, Florida Statutes. Specifically, monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. In addition, ¼ cent will be utilized for tourism related expenses as determined by the Board. The proposed Ordinance also provides the Tourism Development Council (TDC) an opportunity to make recommendations to the County Commission on appropriate requirements for the capital needs matching grants for arts and cultural facilities program, if any.

The proposed Ordinance acknowledges that the one cent previously dedicated to the performing art center(s) shall no longer be dedicated to the performing arts center(s) and shall be retained by the County and to reflect the County and City's dedication to increase support for cultural grants programs utilizing TDT revenues. It is also important to note that on December 9, 2014, the Board approved an Interlocal Agreement that requires the County and City to provide no less than \$150,000 from general revenue to support COCA's operation expenses.

Title: First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47 of the Code of Laws of Leon County, Florida, Providing for Amendments to the Leon County Tourist Development Plan, Exhibit A
 January 27, 2015
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In addition, the attached Resolution seeks to ensure that the TDT funds which are allocated for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and the components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, are utilized in accordance with section 125.0104, Florida Statutes (Attachment #2). It also provides a brief description, the relationship to promotion of tourism, allowable and non-allowable expenditures for the cultural grants program, the capital needs matching grants for arts and cultural facilities program, and the components of the Cultural Plan that support economic development through tourism and related marketing.

If the Board adopts the proposed Ordinance and approves the proposed Resolution, staff will bring back to the Board a contract between the County and COCA to effectuate the increase in TDT support for the 2015 cultural grant program and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing.

Options:

1. Conduct the first and only public hearing and adopt the proposed Ordinance amending Section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A (Attachment #1).
2. Approve the Resolution to ensure that allocated TDT revenues to COCA shall be utilized in accordance with the uses authorized in Florida Statute 125.0104 (Attachment #2).
3. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending Section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A.
4. Do not approve the Resolution to ensure that allocated TDT revenues to COCA shall be utilized in accordance with the uses authorized in Florida Statute 125.0104.
5. Board Direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Proposed Ordinance Amending Article III of Chapter 11 of the Code of Laws of Leon County Regarding the Tourist Development Tax; Amending Section 11-47 Relating to the Tourism Development Plan; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.
2. Resolution to Ensure that Tourism Development Tax Funds which are Allocated for the Cultural Grant Program, the capital Needs Matching Grants for Arts and Cultural Facilities Program, and Components of the capital Area Cultural Plan that Support Economic Development Through Tourism and Related Marketing, are Utilized in Accordance with Section 125.0104, Florida Statutes.
3. Notice of Public Hearing

**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

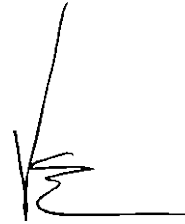
Leon County Board of County Commissioners

Agenda Item #13

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Bid Award for Meridian Road Drainage Improvements Project

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Charles Wu, P.E., Director, Engineering Services Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Theresa Heiker, P.E., Stormwater Management Coordinator Shelly Kelly, Purchasing Director

Statement of Issue:

This item seeks Board approval to award the bid for the Meridian Road Drainage Improvements Project to Sandco, LLC in the amount of \$2,945,626. As part of this project, this item also seeks Board approval of a Memorandum of Understanding with the City for its contribution of funding related to the relocation of utility infrastructure and a resolution and budget amendment to fully fund this project

Fiscal Impact:

This item has a fiscal impact. An additional \$1,214,868 is necessary to fund this project. Based on the bid, the City of Tallahassee will provide \$222,221 for the cost of the water and sewer relocation. The balance of the funds (\$992,647) are available from the County's share of the FY 2000 Blueprint Sales Tax Water Quality and Stormwater project. These funds were originally contemplated for a future phase of this project but are recommended to be appropriated now in order to award the bid and proceed with the current project phase. The necessary resolution and budget amendment to fully fund this project including the relocation of City utilities and construction engineering inspection is reflected as Attachment #3. Funding for any future phases will be addressed through the upcoming budget process.

Staff Recommendation:

See next page.

Staff Recommendation:

- Option #1: Approve the bid award to Sandco, LLC in the amount of \$2,945,626 for the Meridian Road Drainage Improvements Project (Attachment #1) and authorize the County Administrator to execute the Agreement.
- Option #2: Approve the Memorandum of Understanding with the City of Tallahassee for the Meridian Road Drainage Improvements Project (Attachment #2) and authorize the County Administrator to execute in a form approved by the County Attorney.
- Option #3: Approve the associated Resolution and Budget Amendment (Attachment #3).

Report and Discussion

Background:

This item seeks Board approval to award the bid for the Meridian Road Drainage Improvements Project to Sandco, LLC in the amount of \$2,945,626. As part of this project, this item also seeks Board approval of a Memorandum of Understanding with the City for its contribution of funding related to the relocation of utility infrastructure and a resolution and budget amendment to fully fund this project. The bid award advances the following FY2017-FY2021 Strategic Initiative:

- *Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority to protect the quality and supply of our water. (2018-5)*

This Strategic Initiative aligns with the Board's Environmental Strategic Priority:

- *(EN1) Protect the quality and supply of our water.*

The Meridian Road Drainage Improvements Project is located in northern Leon County within the Fords Arm South watershed in the area adjacent to Meridian Road at John Hancock Drive, approximately one-half mile north of Interstate 10 (Attachment #4). This project will manage the flow of stormwater within the Lexington Branch with the construction of improvements taking place between the southern project boundary on Lexington Road and the northern project boundary adjacent to Cloverdale Drive. Under existing conditions, Meridian Road is overtopped during most storm frequencies and becomes hazardous at events above the ten-year frequency event. Culvert velocities are extremely high for all storm frequencies at rates typically in the range of 10 feet/second, which can easily strip vegetation and promote channel scour beyond the culvert discharge.

The primary purpose of the project is to address both water quality and historic flooding in the southeast area of Lake Jackson by providing the following benefits:

- The single pipe under Meridian Road will be replaced with the construction of a cross drain made up of three box culverts, thereby providing ten times more flow capacity than currently exists. It will eliminate the hazardous condition that continually occurs in storm events exceeding a ten-year frequency level, by allowing the runoff to flow under Meridian Road instead of over the roadway as it currently flows.
- Stormwater runoff in the Lexington Branch, together with the runoff from a large creek coming from the south, will be directed into sediment sumps to allow sediments to settle. The County's maintenance staff can then remove the sediments on a regular basis to further reduce the amount of nutrient-rich sediment reaching Lake Jackson.
- The channel from Lexington Road will be stabilized to reduce erosion and the transport of sediments into the Lexington Branch and Lake Jackson.
- The City of Tallahassee's water main and sewer line will be replaced along Meridian Road due to the impacts from construction and a need to upgrade existing infrastructure. In addition, the City gas line currently in the right-of-way will be relocated outside of the County's right-of-way at a cost of \$50,000 to the County. The City will fully cover costs

related to the water main and the sewer line, along with the prorated share of maintenance of traffic, mobilization, project administration. The net amount of funding due from the City for utility work will be \$222,221. The Board is requested to approve the Memorandum of Understanding and authorize the County Administrator to execute (Attachment #2).

Analysis:

The construction as designed requires the full closure of Meridian Road for up to nine weeks beginning on June 1, 2020 to place the box culverts and drainage pipes, upgrade the water line, relocate the sewer line and construct the headwalls for the drainage structures. This road closure date is contingent upon the City of Tallahassee reaching agreements with Florida Gas Transmission (FGT) to relocate the water, sewer and high-pressure gas mains within the FGT easement lying in the project area. The nine-week construction within the roadway does not allow for any weather delays to ensure that Meridian Road is reopened in time for school traffic to resume after the summer break. Failure to complete the work by August 6 and reopen Meridian Road, will result in liquidated damages twice the industry standard (FDOT Standard Specifications).

The Invitation to Bid for the Meridian Road Drainage Improvements Project was advertised locally on January 14, 2020. The bid specifications included two alternates.

- Alternate LC-12 provides a financial incentive for the contractor to complete the road closure-related work within five weeks to expedite reopening Meridian Road to traffic. The financial incentive submitted by the contractor would decrease with each additional week needed to reopen the roadway, reaching zero if the contractor requires the full nine weeks to reopen Meridian Road.
- Alternate LC-13 provides for the contractor to perform monthly landscape and irrigation maintenance of the constructed sumps east and west of Meridian Road for the first two years following construction. This will support the vegetation reestablishment in the Canopy Road Protection Zones disturbed by construction.

A total of 579 vendors were notified through the automated procurement system. A total of 64 bid packages were requested. The County received two bids on February 13, 2020, with the lowest responsive bidder being Sandco, LLC in the amount of \$2,945,626, which includes Bid Alternate #LC-12 in the amount of \$10,000 and Bid Alternate #LC-13 in the amount of \$41,500 (Attachment #5). The second lowest responsive bid was \$3,114,469, a difference of \$168,843. Sandco, LLC exceeded the 17% MBE aspirational target and met the 9% WBE aspirational target set for this bid (Attachment #6).

This item recommends approval of the bid award to Sandco, LLC and approval of the Memorandum of Understanding with the City of Tallahassee and authorization for the County Administrator to execute both Agreements (Attachments #1 and #2). This item also recommends approval of a resolution and budget amendment to fully fund this project (Attachment #3).

If approved, construction will begin in March 2020 and is projected to be completed by March 2021. The road-related construction will occur within the summer break for Leon County Schools

(June 1 to August 6) to minimize the traffic impact with no weather delays allowed during this phase of construction. Following the road related construction, the remainder of the work on the west side of Meridian Road is anticipated to be completed by March 2021. While the recommended bid award includes the incentive funding should the contractor reopen Meridian Road prior to August 6th, it is anticipated this portion of the project could take up to the full nine weeks.

The large number of affected motorists will require an extensive public outreach program. The detour routes will be designed as the shortest possible while maintaining traffic safety. The routes will direct traffic to Thomasville Road and are anticipated to be between four to six miles. Once the detour routes have been finalized, Public Works staff will coordinate with the Office of Community and Media Relations (CMR) to notify emergency responders, homeowners associations, churches, and area summer camps regarding the road closure and planned detour routes well in advance of the June 1st road closure. The County's Outreach Partnership and Enhanced Navigation for Businesses Program (OPEN) to mitigate the impact on local businesses along a project corridor does not apply to this project, given the lack of commercial businesses along the canopy roadway. However, staff will reach out to nearby Market District businesses in anticipation of additional vehicles utilizing Timberlane and Maclay Roads.

Options:

1. Approve the bid award to Sandco, LLC in the amount of \$2,945,626 for the Meridian Road Drainage Improvements Project and authorize the County Administrator to execute the Agreement (Attachment #1).
2. Approve the Memorandum of Understanding with the City of Tallahassee for the Meridian Road Drainage Improvements Project (Attachment #2) and authorize the County Administrator to execute in a form approved by the County Attorney.
3. Approve the associated Resolution and Budget Amendment (Attachment #3)
4. Do not approve the bid award to Sandco, LLC in the amount of \$2,945,626 for the Meridian Road Drainage Improvements Project.
5. Board direction.

Recommendation:

Options #1 – 3

Attachments:

1. Draft Construction Agreement
2. Memorandum of Understanding with the City of Tallahassee
3. Resolution and Budget Amendment
4. Location Map
5. Bid Tabulation Sheet
6. MWSBE Analysis Memo
7. Proposed Detour Map

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County") and SANDCO, LLC, hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide to the County the following services related to the installation of concrete box culverts and concrete culverts under Meridian Road, elliptical concrete culverts under Lexington Road, grading and construction of an east and west basin, asphalt pavement reconstruction, driveway reconstruction, ditch grading and implementation of sustainable low impacts solutions within open channel improvements, driveway reconstruction, curb and gutter reconstruction, guardrail installation, sodding of all disturbed areas, water and sanitary sewer relocation and all associated improvements, in accordance with: 1) Solicitation # BC-02-13-20-31 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, attached to this Agreement as Exhibit B, to the extent that it is not inconsistent with this Agreement or with any of its exhibits.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract, with the exception of Phase A, Phase C-1 and Phase C-2, as depicted on Attachment I – Meridian Road Construction Plans, shall be completed within three hundred sixty-five (365) consecutive calendar days of the Notice to Proceed to final completion. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2019 Edition.

Phase A shall be completed by June 21, 2020 to final completion. If this work is not completed within the time set forth above, the Contractor shall be deemed to be in default. Once the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount of \$200,000.

Phases C-1 and C-2 shall be complete within nine (9) weeks after the required commencement date of June 1 so Meridian Road can be reopened to the public. If the work to be performed under these Phases are not completed within the time set forth above, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount equal to twice the amount according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2019 Edition.

Add Alternate 1 – All work associated with the Meridian Road Closure (Phases C-1 and C-2) shall be completed within five (5) weeks after construction commencement on June 1 so Meridian Road can be reopened to the public. This accelerated schedule may require extended working hours and continuous working days. This lump sum item is to cover the additional expenses with the accelerated schedule if it is selected by the County. All pay item unit prices under the base bid will remain the same whether the Add Alternate is selected or not. If the work is completed within the sixth week, the Contractor shall receive 75% of the Add Alternate value. If the work is completed within the seventh week, the Contractor shall receive 50% of the Add Alternate value. If the work is completed within the eighth week, the Contractor shall receive 25% of the Add Alternate value. If the work is completed within the ninth week, the Contractor shall receive 0% of the Add Alternate value.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the Agreement time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the Agreement.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County for a total sum of \$2,945,433.00, which includes the Base Bid, and Add Alternate 1 and Add Alternate 2, on completion of the work and acceptance as satisfactory.

5. PAYMENTS

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name:	Theresa Heiker
Street Address:	2280 Miccosukee Road
City, State, Zip Code:	Tallahassee, Florida 32308
Telephone:	850-606-1526
E-mail:	HeikerT@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Notices to the Contractor are to be submitted to:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

D. Invoices are to be submitted to:

Name: Theresa Heiker
Street Address: 2280 Miccosukee Road
City, State, Zip Code: Tallahassee, Florida 32308
Telephone: 850-606-1526
E-mail: HeikerT@leoncountyfl.gov

E. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under the Agreement.

7. STATUS

The Contractor at all times relevant to this Agreement shall be an independent Contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 combined single limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X, C, U).
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- 4) Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members (County is to be named as Additional Insured).

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage

provided to the county, its officers, officials, employees or volunteers.

- d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
- 2) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
 - E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
 - F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, between Principal and Owner for construction of _____, the Agreement being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety’s obligation under this bond.

DATED on this the _____ day of _____, 20__.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

13. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Exhibit B, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Tallahassee/Leon County Office of Economic Vitality's Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Part B, Section 1 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Exhibit B), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 315 S. Calhoun Street, Suite 450, Tallahassee, Florida 32301 or by email to Darryl Jones, Deputy Director at DJones@oeforbusiness.org, LaTanya Raffington at lraffington@oeforbusiness.org, or Shanea Wilks at swilks@oeforbusiness.org.

15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

- C. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- E. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

17. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto

thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this Agreement/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- B. Contractor further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program within sixty days of the effective date of this Agreement/amendment/extension or within sixty days of the effective date of the Agreement between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this Agreement or within 30 days after assignment to perform work pursuant to the

Agreement, whichever is later.

- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement.

21. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

22. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

24. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

25. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

26. SEVERABILITY

It is intended that each section of this Agreement shall be viewed as separate and divisible, and in the event that any section, or part thereof, shall be held to be invalid, the remaining sections and parts shall continue

to be in full force and effect.

27. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-02-13-20-31

Exhibit B – Vendor's Response to Solicitation #BC-02-13-20-31

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

ATTEST:
Gwendolyn Marshall, Clerk of the Court &
Comptroller, Leon County, Florida

BY: _____

DATE: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esquire
County Attorney

DATE: _____

SANDCO, LLC

By: _____

Printed
Name _____

Title: _____

Date: _____



Leon County
Board of County Commissioners
301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Attachment #1
Page 13 of 200
Purchasing Division
1800-3 North Blair Stone Road
Tallahassee, Florida 32308
(850) 606-1600

January 23, 2020

Commissioners

BRYAN DESLOGE
District 4
Chairman

RICK MINOR
District 3
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

RE: Bid Title: Meridian Road Drainage Improvements Project
Proposal No: BC-02-13-20-31
Opening Date: February 13, 2020 at 2:00 PM

ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the proposal specifications:

A. The **SCHEDULE OF EVENTS** has been updated to include:

1. The **QUESTIONS/INQUIRIES DEADLINE** has been changed to **Monday, January 27, 2020 at 2:00 PM.**

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

Gerri M. Forslund
Procurement Administrator
Purchasing Division



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division
1800-3 Blair Stone Road
Tallahassee, Florida 32308
(850) 606-1600

Commissioners

BRYAN DESLOGE
District 4
Chairman

RICK MINOR
District 3
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BILL PROCTOR
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JIMBO JACKSON
District 2

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

January 24, 2020

RE: Bid Title: Meridian Road Drainage Improvements Project
Bid No: BC-02-13-20-31
Opening Date: February 13,2020

ADDENDUM # 2

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project. The following shall be added to the bid specifications:

A. Revisions to the Invitation to Bid (ITB):

PROHIBITED COMMUNICATIONS, page 3 of the current ITB shall be deleted in its entirety and replaced with:

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, lawyer, relative, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, communications with the County Attorney or communications with the Purchasing Director.

Violation of this section may result in disqualification from this solicitation and shall be grounds for suspension from doing business with the County.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid. Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Geri Forslund
Procurement Administrator



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-3302 www.leoncountytfl.gov

Purchasing Division
1800-3 Blair Stone Road
Tallahassee, Florida 32308
(850) 606-1600

Commissioners

BRYAN DESLOGE
District 4
Chairman

RICK MINOR
District 3
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

January 30, 2020

RE: Bid Title: Meridian Road Drainage Improvements Project
Bid No: BC-02-13-20-31
Opening Date: February 13, 2020

ADDENDUM # 3

Dear Vendor:

This letter serves as Addendum #3 for the above referenced project. The following shall be added to the bid specifications:

A. The SCHEDULE OF EVENTS has been updated to include:

A second **QUESTIONS/INQUIRIES DEADLINE** has been scheduled to allow for questions relating to this Addendum (Addendum #3) and shall be due no later than **Friday, January 31, 2020 at 5:00 PM.**

B. Revisions to the Invitation to Bid (ITB):

1. Attachment F – Utility Work Schedule Water is to be removed in its entirety and replaced with Revised Attachment F – Revised Utility Work Schedule Water, attached to this Addendum.
2. Attachment G – Utility Work Schedule Gas is to be removed in its entirety and replaced with Revised Attachment G – Revised Utility Work Schedule Gas, attached to this Addendum.
3. Attachment H – Unit Pricing Sheet is to be removed in its entirety and replaced with Revised Attachment H – Revised Unit Pricing Sheet, attached to this Addendum.

Revised Unit Pricing Sheet has the following Modifications/Additions:

MERIDIAN ROADWAY IMPROVEMENTS:

Pay Item No. 0530-3-4 – Grouted Rip-Rap – 68 SY

Pay Item No. 0430-175-124 – 24 IN RCP – 100 LF

WEST BASIN IMPROVEMENTS:

Pay Item No. LC-06 – Armormax System/Erosion Control Blanket – 967 SY

Pay Item No. LC-07 - G3 Geoweb System for Heavy Vehicle Loading w/Woven Fabric – 3,558 SF

Pay Item No. 0751-52-1 – No. 57 Granite Stone – Geoweb Infill Material – 100 CY

Pay Item No. 0530-3-4 – Rip-Rap (Non-Grouted) – 392 SY

EAST BASIN IMPROVEMENTS:

- Pay Item No. 0120-5 – Channel Excavatio – 2,185 CY
- Pay Item No. LC-08 – Scourlock System – 418 LF
- Pay Item No. LC-03 – Geotextile Fabric – 310 SY
- Pay Item No. 0530-5-13 – Gabion Baskets – 190 SY
- Pay Item No. LC-10 – East Basin Concrete Bottom Sump (6 IN, with 12 IN Stabilized Subgrade)

LEXINGTON ROAD IMPROVEMENTS:

- Pay Item No. 0430542212 – Headwall for Double Pip 34 IN X 53 IN ERCP – 1 EA
- Pay Item No. 430-5-30 – Headwall, 24 IN – 1 EA

4. Attachment I – Meridian Road Drainage Improvement Plans shall remove the following sheets in their entirety and replace with Addendum 3 – Plan Sheets, which is a large file and is available to view on the supplemental solicitation documents page found at: <http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-stewardship/Purchasing/Supplemental-Solicitation-Documents>.

- | | |
|----------|----------|
| a. C 105 | j. C 210 |
| b. C 201 | k. C 301 |
| c. C 202 | l. C 303 |
| d. C 203 | m. C 304 |
| e. C 204 | n. C 501 |
| f. C 206 | o. C 502 |
| g. C 207 | p. C 505 |
| h. C 208 | q. G 101 |
| i. C 209 | |

C. Questions received with answers being provided (In Bold) to assist all in preparation of the bid submission:

1. Is the gas main installation completion tied to the completion of Phases C1 and C2? The contractor has no control over this item.

TIME AND LIQUIDATED DAMAGES Section is revised as follows:

Phase A completion date is revised to July 16, 2020.

The following paragraphs are added:

In the event that the City gas main or water main relocation cannot begin with sufficient time to allow Meridian Road to be reopened by August 6, 2020, the Contractor will be directed to schedule construction of the Meridian Road closure work (Phases C-1 and C-2) during Summer Break of 2021 (begin June 1, 2021). In this event, the overall contract completion date will be extended to August 6, 2021, at which time the Contractor will be deemed in default if all construction is not complete. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount equal to twice the amount according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2019 Edition.

No weather days will be considered for Phase A and Phases C-1 and C-2. The contractor shall complete each of these phases according to their respective deadlines.

2. What happens if the County is not able to obtain the required easement for the work west of Meridian?

Leon County has filed to obtain the easement by right of eminent domain. The taking hearing is scheduled prior to June 1, 2020.

3. Work hours need clarification. Special provisions indicate work hours of 8:30 am to 4:30 pm. Plan general notes indicate work hours of 7:00 am to 9:00 pm.

Work hours for the phases are;

Phase A (East Sum) – 7 a.m. to 9 p.m.

Phase B (West Sump & Lexington) 8:30 a.m. to 4:30 p.m. / Weekdays

Phase C1 (Meridian Rd. North) 24hrs/7days

Phase C2 (Meridian Rd. South) 24hrs/7days

Phase A Construction Schedule has been updated. Replace sheets G-101 and C-105 in their entirety.

4. What is the correct water main pipe material on Lexington Road? Plan sheets indicate both 10-inch HDPE and 8-inch DI. Bid form lists 8-inch DI.

Correct size is 8-inch restrained ductile iron

5. Plan Sheet C-201 – 2" telephone conflicts with proposed 24" rcp. Who coordinates relocation as this could impact schedule?

Contractor, per updated sheet G-101.

6. Plan Sheet C-202 – base compaction is called out at 100% modified proctor while FDOT requires 98%, can this requirement be reduced to 98%?

Requirement has been reduced. Replace Plan Sheets C-201, C-202, C-208 C-501 and C-505 in their entirety.

7. Plan Sheet C-203:

a. The existing ditch from the South intersects the wall at 204+80. A proposed contour of 106 is shown at the wall. The existing ditch leading up to this proposed fill is at a 104.6.

The retaining wall has various elevations of which is 106.0-ft. Replace sheet C-203 in its entirety.

b. Please confirm these grades are correct.

Replace sheet C-203 in its entirety.

c. 19"x30" is called out as 57' elevation and on C-204 as 51' elevation.

Replace sheet C-203 in its entirety.

8. Plan Sheet C-301 indicates 10-inch ACP water main to be relocated prior to the 10 to 12 HDPE transition adapter. What is the proposed pipe material for the 10-inch relocated water main? Profile does not match

plan view and indicates all 12-inch HDPE. There are no pay items listed for the relocated 10-inch water main installed by open cut and the connection to the existing 8-inch water main at John Hancock.

The relocated Water Main on Meridian Road shall be a combination of a 12-inch Restrained Ductile Iron direct bury and a 12-inch HDPE Directional Drill. Replace sheets C-301, 303 & 304 in their entirety.

9. Are there structural wall plans? Or do we supply engineered drawings. The required undercutting in this area could be substantial.

Contractor shall provide Engineered Drawings for retaining wall, end walls and associated connections to allow for 12-inch water main to pass through the retaining walls and provide brackets to mount 12-inch ductile iron pipe on face of headwall.

10. What is the correct box culvert invert? Plan Sheets C-203, 206, 208, and 301 call inverts at 99.1 while C-204 and 206 call out invert at 100 and 100.5.

Correct invert is 99.1. Replace Sheets C-204, C-206, C-207 and C-208 in their entirety.

11. What is the correct pavement detail for the Lexington asphalt?
- Plan Sheet C-209 calls for 2" asphalt, 6" asphalt
 - Plan Sheet C-210 calls for 2.5" asphalt, 12" type B stab, 12" stabilized subgrade
 - Plan Sheet C-501 calls for 2.5" asphalt, 6" base, 12" subgrade
 - Pay item matches Plan Sheet C-501

Plan Sheet C-501 detail is correct. Replace Plan Sheets C-209 and C210 in their entirety.

12. What is the correct thickness of concrete paving on the Eastern sump?
- Plan Sheets C-203 & 204 call for 6" concrete
 - Plan Sheet C-502 calls for 8" concrete

Correct thickness is 6". Replace Sheet C-502 in its entirety.

13. There is no pay item for the gabion baskets. Please clarify how this item is to be paid.

Gabion Baskets have been added as a Pay Item.

14. The specified guardrail is not readily available. What, if any, substitutions will be allowed?

Contractor shall provide Guardrail specified. No substitutions will be allowed.

15. Can the construction sequence be revised to allow the west improvements first, meridian road second/concurrent with west improvements, and east improvements last?

Construction sequencing cannot be revised.

16. Can the powerline along Meridian Road be relocated to assist with the setback to lines during construction?

Meridian Road is a Canopy Roadway which does not allow for clearing to relocate powerline.

17. Is there a budget amount available to the public?

The project cost estimate is \$2.1 million.

18. Is there a start date set for work to begin?

The project can begin as soon as signed contracts, bonds and proof of insurance are provided by the selected contractor. At this time, the work is anticipated to begin by March 16, 2020.

The East Sump (Phase A) completion date is extended to July 16, 2020. All work associated with this Phase must be complete prior to July 17 to avoid default by the Contractor.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid. Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Gerri Forslund
Procurement Administrator

Project Name: CR 155 (MERIDIAN ROAD) DRAINAGE IMPROVEMENTS

Utility Owner: City of Tallahassee – Water and Sewer Engineering **DATE:** January 28, 2020

Description and location of the proposed facility to be constructed and operated or of the existing facility to be maintained:
Install 762 liner feet of new 12” watermain within North Meridian Road to avoid drainage conflicts. Install 8” DIP watermain adjustment on Lexington and replace 20 feet of 6” VCP with 8” DIP sewer to avoid drainage conflicts during construction.

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Leon County, the Leon County’s Contractor, and other right-of-way user, the location, relocation, adjustment, installation, and /or protection of their facilities, on this Leon County project. The following data is based on Leon County preliminary construction plans dated February 2019 . Any deviation by Leon County or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by Leon County of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the County in writing prior to starting, stopping, resuming, or completing work.

1. The UAO representative declares that prior to filing this application, the locations of existing utilities have been determined by contacting all existing utility providers. A letter of notification was mailed on N/A to the following utility providers:
2. Any rights granted by this permit are for permissive use only and the placement or maintenance of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
3. All work shall meet the applicable standards as stated in the Policies, Specifications and Procedures for the Construction and Placement of Utilities in Leon County, Florida; hereinafter referred to as the County Policies.
4. The construction and maintenance of such utility shall not interfere with the rights of other licensed utility providers utilizing the County road and right-of-way.
5. It is understood and agreed that the rights and privileges granted herein are granted only to the extent of the County’s right, title, and interest in the land to be entered upon and used by the holder; and the holder will, at all times, assume all risk of loss and indemnity, defend, and hold harmless the County of Leon from and against all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercise by said holder.
6. The Leon County Division of Engineering Services shall be notified at least 48 hours prior to the start of any construction associated with the proposed work.
7. Non-Compliance with the conditions set forth by this permit or County Policies may lead to the revocation of the permit in accordance with Section 8.3.0. of County Policies.
8. The plans and drawings shall be in accordance with County Policies.

The Utility Owner’s Field Representative: Jerry Walden

Telephone Number: (850) 891-6107

Fax Number: (850) 891-6170

SUBMITTED BY: *Donna Nichols, City of Tallahassee-Water and Sewer* (APPLICANT)

300 South Adams Street, Box B-26 (ADDRESS)

Tallahassee, Florida , 32301 (CITY,STATE,ZIP)

(850) 891-6144 (PHONE)

Program Engineer (TITLE)



(SIGNATURE)

LEON COUNTY PUBLIC WORKS DEPARTMENT USE ONLY

SPECIAL INSTRUCTIONS TO PERMITTEE: _____

APPROVED BY: _____

APPLICATION NUMBER: _____

DATE: _____

LEON COUNTY UTILITY RELOCATION SCHEDULE

PROJECT NAME: CR 155 (MERIDIAN ROAD) DRAINAGE IMPROVEMENTS

UTILITY TYPE: City of Tallahassee Water and Sewer

STA	OFFSET	DEPTH (from Existing Ground)	DESCRIPTION OF UTILITY WORK <i>NORTH MERIDIAN ROAD</i>	M.O.T. Phase Number	Consecutive Calendar Days
21+10	11' RT	36"	Cut and Cap existing 10" ACP water main (pour thrust block if needed)	PHASE B	2
20+49	14' RT	36"	Connect to existing 10" ACP Watermain with transition coupling	PHASE C2	0.5
20+50 to 22+77	Varies (14' RT to 22' RT)	30"	Install new 12" DIP Restrained watermain with open cut excavation. Attach watermain to headwall with structural bracket.	PHASE C2	12
22+78	9' RT	36"	Connect 12" DIP to 12" HDPE SDR 11 with Butt fused MJ Adapter with stiffener and MJ reducer and Megalug	PHASE C2	1
22+79 to 27+05	8' RT	40"	Directional drill 12" HDPE SDR 11	PHASE C2	3
27+05	7' RT	36"	Connect to 12" HDPE SDR 11 to 12" DIP with Butt fused MJ Adapter with stiffener and MJ reducer and Megalug	PHASE C2	1
27+05 to 28+00	Varies (7' RT to 14' RT)	36"	Install new 12" DIP Restrained watermain with open cut excavation	PHASE C2	3
28+01	14' RT	36"	Connect to existing 10" ACP Watermain with transition coupling	PHASE C2	0.5
21+70 to 22+27	15' RT	36"	Replace 8" PVC SAN Sewer with 8" DIP if needed	PHASE C2	3

STA	OFFSET	DEPTH (from Existing Ground)	DESCRIPTION OF UTILITY WORK <i>NORTH MERIDIAN ROAD AND JOHN HANCOCK</i>	M.O.T. Phase Number	Consecutive Calendar Days
20+97	14' RT	36"	Reconnect to existing 8" PVC water main	PHASE C2	0.5
20+97	52' LT	36"	Install new fire hydrant assembly	PHASE C2	0.5
STA	OFFSET	DEPTH (from Existing Ground)	DESCRIPTION OF UTILITY WORK <i>LEXINGTON ROAD</i>	M.O.T. Phase Number	Consecutive Calendar Days
600+35 to 600+70	4' LT to 10' LT	36"	Install 8" DIP watermain adjustment to avoid new drainage	PHASE B	1
600+42 to 600+62	2' RT	101"	Replace 6" VCP sewer with 20LF of 8" DIP and couplings	PHASE B	1

Project Name: COT Gas line adjustment for LC_Meridian Road Drainage Improvement

Utility Owner: COT Gas Utility

DATE: January 23, 2020

Description and location of the proposed facility to be constructed and operated or of the existing facility to be maintained: Relocation of two (2) City of Tallahassee 6" steel high pressure gas main labeled as west and east gas main respectively

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Leon County, the Leon County's Contractor, and other right-of-way user, the location, relocation, adjustment, installation, and /or protection of their facilities, on this Leon County project. The following data is based on Leon County preliminary construction plans dated _____. Any deviation by Leon County or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by Leon County of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the County in writing prior to starting, stopping, resuming, or completing work.

1. The UAO representative declares that prior to filing this application, the locations of existing utilities have been determined by contacting all existing utility providers. A letter of notification was mailed on _____ to the following utility providers: _____.
2. Any rights granted by this permit are for permissive use only and the placement or maintenance of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
3. All work shall meet the applicable standards as stated in the Policies, Specifications and Procedures for the Construction and Placement of Utilities in Leon County, Florida; hereinafter referred to as the County Policies.
4. The construction and maintenance of such utility shall not interfere with the rights of other licensed utility providers utilizing the County road and right-of-way.
5. It is understood and agreed that the rights and privileges granted herein are granted only to the extent of the County's right, title, and interest in the land to be entered upon and used by the holder; and the holder will, at all times, assume all risk of loss and indemnity, defend, and hold harmless the County of Leon from and against all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercise by said holder.
6. The Leon County Division of Engineering Services shall be notified at least 48 hours prior to the start of any construction associated with the proposed work.
7. Non-Compliance with the conditions set forth by this permit or County Policies may lead to the revocation of the permit in accordance with Section 8.3.0. of County Policies.
8. The plans and drawings shall be in accordance with County Policies.

The Utility Owner's Field Representative: Bruce Tribue

Telephone Number: 850-694-8427 Fax Number: _____

SUBMITTED BY: Paul Chang (APPLICANT)

2602 Jackson Bluff Rd (ADDRESS)

Tallahassee, FL 32304 (CITY, STATE, ZIP)

(850) 891-5108 (PHONE)

Civil Engineer I (TITLE)

Paul Chang (SIGNATURE)

LEON COUNTY PUBLIC WORKS DEPARTMENT USE ONLY

SPECIAL INSTRUCTIONS TO PERMITTEE: _____

APPROVED BY: _____

APPLICATION NUMBER: _____

DATE: _____

LEON COUNTY UTILITY RELOCATION SCHEDULE

PROJECT NAME: Meridian Road Drainage Improvement

UTILITY TYPE: Gas Utility

STA	OFFSET	DEPTH (from Existing Ground)	DESCRIPTION OF UTILITY WORK	M.O.T. Phase Number	Consecutive Calendar Days
20+10	77' Left /70' Left	42"	Install two (2) HP stopper fitting for gas main WEST & EAST		2
22+60	80' Left		Weld 6" HP gas main pipes for directional drilling WEST		2
20+10	77' Left	42"	Begin Directional drill 6" HP gas main WEST		3
21+10	77' Left	17 ft	Directional drill 6" HP gas main WEST		
21+70	77' Left	17 ft	Directional drill 6" HP west gas main		
22+30	77' Left	12 ft	Directional drill 6" HP gas main WEST		
22+60	77' Left	12 ft	Directional drill 6" HP gas main WEST		
22+60	77' Left	42"	End directional drill 6" HP gas main WEST		
22+60	77' Left		24 hr minimum pipe test WEST		2
22+60 20+10	77' Left 77' Left		Final welding for gas main WEST		1

22+60	77' Left		24 hr minimum pipe test WEST		2
22+60	77' Left	42"	Install HP stopper fitting for gas main WEST		1
28+00	72' Left		Weld 6" HP steel pipes for directional drill EAST		3
20+10	70' Left	42"	Begin Directional drill 6" HP gas main EAST		6
21+10	70' Left	17 ft	Directional drill 6" HP gas main EAST		
21+70	70' Left	17 ft	Directional drill 6" HP gas main EAST		
22+30	70' Left	12 ft	Directional drill 6" HP gas main EAST		
22+60	70' Left	12 ft	Directional drill 6" HP gas main EAST		
27+75	70' Left	42"	End directional drill 6" HP gas main EAST.		
27+75	70' Left / 12' Right	42"	Begin directional drill 6" HP gas main#2 across Meridian Rd.		5
27+75	12' Right		24 hr minimum pipe test fore gas main EAST		2
27+75	12' Right	42"	Install HP stopper fitting for gas main EAST		1
27+75 20+10	12' Right 70' Left		Final welding for gas main EAST		1
Total days					29 days

City of Tallahassee Gas Utility notes:

1. The City of Tallahassee (COT) Gas Utility reserves its right to modify the relocation schedule if conflicts or unforeseen field conditions occur during installation.
2. All construction activities related to installing the new gas main must be scheduled after clearing and grubbing within the proposed gas construction area.
3. All centerline and right-of-way must be staked prior to construction.
4. All proposed utility and drainage structures must also be staked prior to construction.
5. All existing utility locations are approximate and should be field verified by contractor.
6. All crossing between proposed gas line and other utilities must be verified by the contractor before installation
7. COT Gas Utility will not be responsible for conflicts with newly installed proposed gas lines with any other proposed utilities not marked. Additional relocation will be borne to the site contractor.
8. COT Gas Utility will require 29 working days not including weekends and holidays. All work will be dependent on weather conditions and may require additional work days lost due to rain or any inclement weather.

MERIDIAN ROAD DRAINAGE IMPROVEMENTS

January 2020 - Addendum 3

Bidders to provide unit prices for the following items:

FDOT Pay Item No.	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost (\$)	Cost	
0101-1	MOBILIZATION (Including Survey Stake Out, Trench Safety, Quantity Surveys and As-Built)	LS	1	\$	-	
0102-1	MAINTENANCE OF TRAFFIC	LS	1	\$	-	
0102-14	TEMPORARY TRAFFIC CONTROL OFFICER	HR	80	\$	-	
0102-99	VARIABLE MESSAGE BOARD, EACH PER 12 WEEKS	EA	5	\$	-	
0110-15	TREE MITIGATION/ARBORIST	LS	1	\$	-	
	SUBTOTAL			\$	-	
MERIDIAN ROADWAY IMPROVEMENTS						
0110-1	CLEARING AND GRUBBING	AC	0.54	\$	-	
LC-01	DEMOLITION & DISPOSAL - EXISTING CULVERTS, ASPHALT, AND MISC.	LS	1	\$	-	
LC-02	EROSION & SEDIMENT CONTROL	LS	1	\$	-	
0327-70-5	REMOVE AND MILL EXISTING ASPHALT PAVEMENT, 2.5 IN	SY	1,052	\$	-	
0120-1	REGULAR EXCAVATION	CY	1,850	\$	-	
0120-6	EMBANKMENT/BACKFILL MATERIAL	CY	474	\$	-	
0337-7-42	ASPH CONC, TRAFFIC C, TYPE SP 9.5 - 2.5 IN (NORTH MERIDIAN ROAD/JOHN HANCOCK DR)	SY	1,290	\$	-	
0337-7-43	ASPH CONC, TRAFFIC C, TYPE SP 12.5 - 6.5 IN (NORTH MERIDIAN ROAD/JOHN HANCOCK DR)	SY	295	\$	-	
210-2	LIMEROCK STABILIZED BASE - 6 IN	SY	295	\$	-	
0160-4	STABILIZED SUBGRADE SURFACE - 12 IN	SY	295	\$	-	
0339-1	MISCELLANEOUS ASPHALT PAVEMENT FOR GUARDRAIL - 2 IN THICK	SY	119	\$	-	
0536-1-1	TL-3 GUARDRAIL (CORTEN FINISH, POSTS, DRIVEN, MOUNTED OR CONC. FOUND.)	LF	428	\$	-	
536-85-24	GUARDRAIL END TREATMENT - TL-3 PARALLEL APPROACH TERMINAL W/ IMPACT HEAD	EA	4	\$	-	
536-85-26	GUARDRAIL END TREATMENT - CRT	EA	2	\$	-	
LC-03	GEOTEXTILE FABRIC	SY	449	\$	-	
0751-52-1	No. 57 GRANITE STONE - GEOWEB INFILL MATERIAL	CY	374	\$	-	
0530-3-4	GROUTED RIP-RAP	SY	68	\$	-	
0530-6	RIPRAP- PREFORMED REVETMENT MAT (NON-GROUTED RIP-RAP)	SY	50	\$	-	
0520-1-10	CURB AND GUTTER TYPE F	LF	150	\$	-	
0430-175-124	24 IN RCP	LF	100	\$	-	
0430-175-224	19 IN x 30 IN ELLIPTICAL REINFORCED CONCRETE PIPE	LF	56	\$	-	
0425-15	FDOT TYPE C INLET	EA	2	\$	-	
430-982-129	24 IN MITERED END SECTION (DOUBLE)	EA	2	\$	-	
430-5-30-100	24 IN HEADWALL FOR 2-24" RCP (DOUBLE)	EA	1	\$	-	
400-4-1	5 FT X 10 FT PRECAST BOX CULVERT (3 LENGTHS) *	LF	180	\$	-	
400-4-2/415-1-1	CONCRETE CLASS IV HEADWALL FOR THREE (3), 5 FT X 10 FT BOX CULVERTS (COMPLETE)	EA	2	\$	-	
PWM-03-12-HDP	HDD Water Main, 12 IN, HDPE (PE4710, DIPS, DR11, BLUE STRIPE)	LF	727	\$	-	
PWS-02-1201-20	WATER SERVICE, COMPLETE, 12 IN X1 IN, 0-20 FT, HDPE (PE4710,CTS,DR9), 1@5/8"	EA	4	\$	-	
WMS-0158	METER SETTING, SINGLE, 5/8 IN	EA	2	\$	-	
WGV-10	GATE VALVE WITH VALVE BOX, 10 IN	EA	3	\$	-	
CIW-10	CUT-IN CONNECTION TO EXISTING WATER MAIN, 10 IN	EA	2	\$	-	
FHA-01	FIRE HYDRANT ASSEMBLY W/ VALVE, VALVE BOX, AND TEE	EA	1	\$	-	
GSM-01-0806-DIP	GRAVITY SEWER MAIN, 8 IN, 0-6.0 FT, DEPTH, DI	LF	55	\$	-	
0570-1-2	PERFORMANCE TURF, SOD	SY	1,656	\$	-	
0710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	3	\$	-	
0710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE (STOP)	EA	2	\$	-	
0701-18-101	THERMOPLASTIC STANDARD WHITE, SOLID 6 IN	LF	771	\$	-	
0701-18-201	THERMOPLASTIC STANDARD DOUBLE YELLOW, SOLID 6 IN	LF	930	\$	-	
0701-18-224	THERMOPLASTIC STANDARD DOUBLE YELLOW, SOLID 18 IN	LF	60	\$	-	
0701-18-125	THERMOPLASTIC STANDARD WHITE, SOLID 24 IN	LF	32	\$	-	
LC-05	DEWATERING & STORMWATER BASEFLOW BYPASS (COMPLETE-DURATION OF PROJECT)	LS	1	\$	-	
	SUBTOTAL			\$	-	
WEST BASIN IMPROVEMENTS						
0110-1	CLEARING AND GRUBBING	AC	0.50	\$	-	
LC-01	DEMO. & DISPOSAL - EXISTING CULVERTS, CONC. DRIVEWAYS, FENCE, CURB, & MISC.	LS	1	\$	-	
LC-02	EROSION & SEDIMENT CONTROL	LS	1	\$	-	
0120-5	CHANNEL EXCAVATION	CY	4,537	\$	-	
0120-6	EMBANKMENT/BACKFILL MATERIAL	CY	1,407	\$	-	
LC-06	ARMORMAX SYSTEM/EROSION CONTROL BLANKET	SY	967	\$	-	
LC-07	G3 GEOWEB SYSTEM FOR HEAVY VEHICLE LOADING W/ WOVEN FABRIC	SF	3,558	\$	-	
0751-52-1	No. 57 GRANITE STONE - GEOWEB INFILL MATERIAL	CY	100	\$	-	
LC-08	SCOURLOCK SYSTEM	LF	996	\$	-	
0751-52-2	AGGREGATE #4 LEVELING COURSE FOR SCOURLOCK SYSTEM	CY	100	\$	-	
0530-3-4	RIP-RAP (NON-GROUTED)	SY	392	\$	-	
LC-03	GEOTEXTILE FABRIC	SY	3,182	\$	-	
LC-09	CONTROL STRUCTURE	LS	1	\$	-	
LC-05	DEWATERING & STORMWATER BASEFLOW BYPASS (COMPLETE-DURATION OF PROJECT)	LS	1	\$	-	
0550-10110	5 FT HIGH CHAIN-LINK FENCE (BLACK-VINYL COATING)	LF	585	\$	-	
0550-60211	5 FT HIGH CHAIN-LINK FENCE GATE (2 - 12 FT LEAF) (BLACK-VINYL COATING)	LF	24	\$	-	
0350-1-4	PLAIN CEMENT CONCRETE PAVEMENT, 8-IN FOR DRIVEWAYS	SY	84	\$	-	
0573-73	REMOVE & DISPOSE OF GUARDRAIL (NORTHSIDE OF JOHN HANCOCK @ CULVERT CROSSING)	LF	16	\$	-	
0538-1	REMOVE & RESET GUARDRAIL (SOUTHSIDE OF JOHN HANCOCK @ CULVERT CROSSING)	LF	12	\$	-	
0536-85-24	GUARDRAIL END TREATMENT/NORTHSIDE JOHN HANCOCK-PARALLEL APPROACH TERMINAL	EA	2	\$	-	
0570-1-2	PERFORMANCE TURF, SOD	SY	2,411	\$	-	
0580-1-2	LANDSCAPING	LS	1	\$	-	
0590-70	IRRIGATION	LS	1	\$	-	
	SUBTOTAL			\$	-	
EAST BASIN IMPROVEMENTS						
0110-1	CLEARING AND GRUBBING	AC	0.46	\$	-	
LC-01	DEMOLITION & DISPOSAL - EXISTING CULVERTS, FENCING, AND MISC.	LS	1	\$	-	
0110-7	REMOVAL OF EXISTING PAVEMENT	SY	1,300	\$	-	
LC-02	EROSION & SEDIMENT CONTROL	LS	1	\$	-	
0120-5	CHANNEL EXCAVATION	CY	2,185	\$	-	
0120-6	EMBANKMENT/BACKFILL MATERIAL	CY	950	\$	-	
LC-06	ARMORMAX SYSTEM/EROSION CONTROL BLANKET	SY	205	\$	-	
LC-07	G3 GEOWEB SYSTEM FOR HEAVY VEHICLE LOADING W/ WOVEN FABRIC	SF	2,950	\$	-	
0751-52-1	No. 57 GRANITE STONE - GEOWEB INFILL MATERIAL	CY	82	\$	-	
LC-08	SCOURLOCK SYSTEM	LF	418	\$	-	
0751-52-2	AGGREGATE No. 4 LEVELING COURSE FOR SCOURLOCK SYSTEM	CY	70	\$	-	
LC-03	GEOTEXTILE FABRIC	SY	310	\$	-	
0530-5-13	GABION BASKETS	SY	190	\$	-	
0350-1-4	PLAIN CEMENT CONCRETE PAVEMENT, 8 IN FOR DRIVEWAYS	SY	122	\$	-	
LC-10	EAST BASIN CONCRETE BOTTOM SUMP (6 IN, WITH 12 IN STABILIZED SUBGRADE)	SY	176	\$	-	
0400-1-11	CONCRETE RETAINING WALL, COMPLETE	LF	190	\$	-	
0430175236	29 IN x 45 IN ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP)	LF	41	\$	-	
430-5-30-100	HEADWALL FOR 29"x 45" ERCP	EA	2	\$	-	
LC-05	DEWATERING & STORMWATER BASEFLOW BYPASS (COMPLETE-DURATION OF PROJECT)	LS	1	\$	-	
0550-10110	5 FT HIGH CHAIN-LINK FENCE (BLACK-VINYL COATING)	LF	491	\$	-	
0550-60211	5 FT HIGH CHAIN-LINK FENCE GATE (2 - 12 FT LEAF) (BLACK-VINYL COATING)	LF	16	\$	-	
0570-1-2	PERFORMANCE TURF, SOD	SY	767	\$	-	
E570 2	SEED & MULCH	AC	0.15	\$	-	
0580-1-2	LANDSCAPING	LS	1	\$	-	
0590-70	IRRIGATION	LS	1	\$	-	
	SUBTOTAL			\$	-	
LEXINGTON ROAD IMPROVEMENTS						
0110-1	CLEARING AND GRUBBING	LS	1	\$	-	
LC-01	DEMO. & DISPOSAL - EXISTING CULVERTS, CONC. DRIVEWAYS, ASPHALT, AND MISC.	LS	1	\$	-	
LC-02	EROSION & SEDIMENT CONTROL	LS	1	\$	-	
0120-5	CHANNEL EXCAVATION	CY	300	\$	-	
0350-1-1	PLAIN CEMENT CONCRETE PAVEMENT, 6-IN FOR DRIVEWAYS	SY	58	\$	-	
0327-70-5	REMOVE AND MILL EXISTING ASPHALT PAVEMENT, 2.5 IN	SY	350	\$	-	
210-2	LIMEROCK STABILIZED BASE - 6 IN	SY	175	\$	-	
0160-4	STABILIZED SUBGRADE SURFACE - 12 IN	SY	175	\$	-	
0337-7-40	ASPH CONC, TRAFFIC B, TYPE SP 9.5-2.5 IN	SY	350	\$	-	
0339-1	MISCELLANEOUS ASPHALT PAVEMENT FOR GUARDRAIL - 2 IN THICK	SY	20	\$	-	
0536-1-1	TL-3 GUARDRAIL (CORTEN FINISH, POSTS, DRIVEN, MOUNTED OR CONC. FOUND.)	LF	53	\$	-	
536-85-24	GUARDRAIL END TREATMENT - TL-3 PARALLEL APPROACH TERMINAL W/ IMPACT HEAD	EA	2	\$	-	
LC-06	ARMORMAX SYSTEM/EROSION CONTROL BLANKET	SY	778	\$	-	
LC-03	GEOTEXTILE FABRIC	SY	300	\$	-	
530	GROUTED RIPRAP	SY	62	\$	-	
0751-52-1	No. 57 GRANITE STONE - GEOWEB INFILL MATERIAL	CY	148	\$	-	
430174118	18 IN RCP	LF	12	\$	-	
430984125	18 IN MES	EA	1	\$	-	
430-175-124	24 IN RCP	LF	95	\$	-	
0430175236	29 IN x 45 IN ERCP	LF	34	\$	-	
0430175242	34 IN x 53 IN ERCP	LF	99	\$	-	
0430542212	HEADWALL FOR DOUBLE PIPE 34 IN x 53 IN ERCP	EA	1	\$	-	
430-5-30	HEADWALL, 24 IN	EA	1	\$	-	
0430536100	HEADWALL, 29 IN X 45IN ERCP	EA	1	\$	-	
0425-1582	FDOT TYPE H INLET	EA	2	\$	-	
0425-1542	FDOT TYPE D INLET	EA	1	\$	-	
LC-05	DEWATERING & STORMWATER BASEFLOW BYPASS (COMPLETE-DURATION OF PROJECT)	LS	1	\$	-	
PWM-02-08-DIP	WATER MAIN, 8 IN, DI (RESTRAINED)	LF	48	\$	-	
GSM-01-0806-DIP	CUT-IN CONNECTION TO EXISTING WATER MAIN, 8 IN	EA	2	\$	-	
GSM-01-0806-DIP	GRAVITY SEWER MAIN, 8 IN, 0-6.0 FT, DEPTH, DI	LF	20	\$	-	
0550-60211	5 FT HIGH CHAIN-LINK FENCE (BLACK-VINYL COATING)	LF	300	\$	-	
LC-04	RELOCATE EXISTING WOODEN FENCE	LF	60	\$	-	
0570-1-2	PERFORMANCE TURF, SOD	SY	800	\$	-	
0701-18-101	THERMOPLASTIC STANDARD WHITE, SOLID 6 IN	LF	160	\$	-	
0701-18-201	THERMOPLASTIC STANDARD DOUBLE YELLOW, SOLID 6 IN	LF	205	\$	-	
LC-11	RELOCATION & ASSOCIATED BUILDING PERMITS OF HOMEOWNER'S SHED AT 344 LEXINGTON RD	LS	1	\$	-	
0110-7-1	NEW MAILBOX ASSEMBLY	EA	2	\$	-	
	SUBTOTAL			\$	-	
PROJECT TOTAL					\$	-
BID ALTERNATES						
LC-12	COST TO COMPLETE MERIDIAN ROAD IMPROVEMENTS IN 5 WEEKS	LS	1	\$	-	
LC-13	TWO-YEAR MAINTENANCE ON LANDSCAPE & IRRIGATION WEST & EAST SUMP (MONTHLY)	LS	1	\$	-	
	BID ALTERNATES TOTAL			\$	-	

*Installation cost includes all work associated with the box culvert such as shipping, unloading pre-cast box culvert from delivery truck, bedding, filter fabric, backfill material as specified in contract documents.

PAY ITEM NOTES:

- LC-01 ALL COSTS ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF ALL ITEMS WITHIN LIMITS OF CONSTRUCTION THAT ARE REQUIRED TO READY THE SITE FOR IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT BID PRICE.
- LC-02 ALL COSTS ASSOCIATED WITH FURNISHING AND INSTALLING THE REQUIRED SEDIMENT AND EROSION CONTROL DEVICES (SILT FENCE, SEDIMENT CONTROL LOG, TURBIDITY CURTAIN, SOIL TRACKING, ETC.) REQUIRED TO PREVENT SOIL MIGRATION DURING CONSTRUCTION ACTIVITIES. THIS PAY ITEM SHALL INCLUDE ANY REQUIRED ADDITIONS BY THE CONTRACTOR ABOVE AND BEYOND THE CONTRACT DOCUMENTS TO PREVENT SOIL FROM MIGRATING OUTSIDE THE LIMITS OF CONSTRUCTION.
- LC-03 ALL COSTS ASSOCIATED WITH THE INSTALLATION OF GEOTEXTILE FABRICS, COMPACTION AND TESTING COMPLETE.
- LC-04 ALL COSTS ASSOCIATED WITH THE COORDINATION OF REMOVAL, REPAIRS AND/OR REPLACEMENT IF REQUIRED, FOR RELOCATING THE EXISTING WOOD FENCE LOCATED AT 344 LEXINGTON ROAD SHALL BE INCLUDED IN THE UNIT BID PRICE.
- LC-05 ALL COSTS ASSOCIATED WITH THE DEWATERING FOR STRUCTURES AND/OR FOR THE BYPASS OF STORMWATER FLOW TO ALLOW FOR THE CONTINUATION OF CONSTRUCTION ACTIVITIES.
- LC-06 ALL COSTS ASSOCIATED WITH THE INSTALLATION OF ARMORMAX 75 INCLUDING BUT LIMITED TO ARMORMAX FABRIC (GREEN), LANDLOCK S2 EROSION CONTROL BLANKET, SEED, 6 INCH U SHAPED STAPLES, PINS, ANCHORS, TRENCING, COMPACTION AND TESTING COMPLETE.
- LC-07 ALL COSTS ASSOCIATED WITH THE INSTALLATION OF GEOWEB SYSTEM FOR HEAVY WHEEL LOADS INCLUDING BUT LIMITED TO GEOTEXTILE, GEOWEB GW20V, ATRA KEY PINS, ATRA KEY CONNECTORS, 12" STABILIZED SUBGRADE, COMPACTION, PLACEMENT OF NO. 57 GRAVEL, FINAL COMPACTION AND TESTING COMPLETE.
- LC-08 ALL COSTS ASSOCIATED WITH THE INSTALLATION OF SCOURLOCK SDS SYSTEM, NON WOVEN GEOTEXTILE, COMPACTION, PLACEMENT OF BEDDING GRAVEL, INSTALLATION OF SCOURLOCK UNITS, BACKFILLING OF SCOURLOCK UNITS, ANCHORS, FIELD CORRECT FOR ANGLE SCOURLOCK UNITS, NONWOVEN GEOTEXTILE LINER (INSIDE CELLS), JOINING PINS AND TESTING COMPLETE.
- LC-09 ALL COSTS ASSOCIATED WITH THE CONTROL STRUCTURE FOR LAYOUT, FORMING, REBAR PLACEMENT, 3000 PSI CONCRETE PLACEMENT, DEWATERING, COMPACTION AND TESTING COMPLETE.
- LC-10 ALL COSTS ASSOCIATED WITH THE CONCRETE SLAB WITHIN THE EAST SUMP FOR LAYOUT, FORMING, REBAR PLACEMENT, 3000 PSI CONCRETE PLACEMENT, DEWATERING, COMPACTION AND TESTING COMPLETE.
- LC-11 ALL COSTS ASSOCIATED WITH THE RELOCATION OF AN EXISTING STORAGE SHED AT 344 LEXINGTON ROAD INCLUDING BUILDING PERMIT, ELECTRICAL PERMIT, COORDINATION WITH HOMEOWNER TO DESIRED LOCATION IN BACKYARD, SHED LEVELING, ELECTRICAL WIRING AND THE DOWN STRAPPING REQUIREMENTS TO MEET LOCAL BUILDING CODES COMPLETE.
- LC-12 ALL COSTS ASSOCIATED WITH THE CONSTRUCTION OF PHASES C-1 AND C-2 TO FINAL COMPLETION WITHIN FIVE (5) WEEKS OF JUNE 1.
- LC-13 ALL COSTS ASSOCIATED WITH THE MONTHLY TRIMMING OF HEDGES, REMOVAL OF WEEDS FROM AROUND PLANT MATERIAL, MOWING OF GRASS AREAS AND CONFIRMATION OF PROPER OPERATION OF IRRIGATION SYSTEM FOR THE WEST AND EAST SUMPS COMPLETE.



Leon County
Board of County Commissioners
 301 South Monroe Street, Tallahassee, Florida 32301
 (850) 606-5302 www.leoncountyfl.gov

Purchasing Division
 1800-3 Blair Stone Road
 Tallahassee, Florida 32308
 (850) 606-1600

Commissioners

BRYAN DESLOGE
 District 4
 Chairman

RICK MINOR
 District 3
 Vice Chairman

BILL PROCTOR
 District 1

JIMBO JACKSON
 District 2

KRISTIN DOZIER
 District 5

MARY ANN LINDLEY
 At-Large

NICK MADDOX
 At-Large

VINCENT S. LONG
 County Administrator

HERBERT W.A. THIELE
 County Attorney

February 5, 2020

RE: Bid Title: Meridian Road Drainage Improvements Project
 Bid No: BC-02-13-20-31
 Opening Date: February 13, 2020

ADDENDUM # 4

Dear Vendor:

This letter serves as Addendum #4 for the above referenced project. The following shall be added to the bid specifications:

A. Revisions to the Invitation to Bid (ITB):

1. Revised Attachment H – Unit Pricing Sheet is to be removed in its entirety and replaced with Second Revision Attachment H – Unit Pricing Sheet, attached to this Addendum.
2. Addendum 3 – Plan Sheets that were referenced in Addendum 3, dated January 30, 2020, Section B. 4., shall remove the following sheets in their entirety and replace with Addendum 4 – Plan Sheets, attached to this Addendum.

C 301, C 303, and C 304

3. Attachment I – Meridian Road Drainage Improvement Plans shall remove the following sheets in their entirety and replace with Addendum 4 – Plan Sheets, attached to this Addendum.

C 302 and S-101

B. Questions received with answers being provided (In Bold) to assist all in preparation of the bid submission:

1. There is no pay item listed for the 12-inch ductile iron water main to be installed by open cut on Meridian Road.

Second Revised Unit Pricing Sheet provided with pay items associated with water main construction on Meridian Road. See Revised Drawings Sheets C-301, C-302, C-303, C-304 and S-101 for water line details.

2. Per the attached email, the end anchorage assemblies with the Corten finish are not available. Can the anchorage assemblies be powder coated or will an alternate be specified?

The guardrail system is revised to Natina steel per pay item 0536-1-1 in Second Revised Unit Pricing Sheet.

3. Note 3 on Sheet C-204 references excavating 2' below the bottom of the sump lining with geotextile fabric and backfilling with clean sand. What are the horizontal limits of the sump area being under-cut?

West sump excavation limits begin at STA 200+55 and continue to STA 203+90, LT & RT include area illustrated under the improvements illustrated on Sheet C-206 for West Sump. The area in the West Sump below elevation 98' does not require 2' over excavation and lining/backfilling with sand.

Are these quantities included with the bid items 120-5 Channel excavation and 120-06 Embankment/Backfill material?

Quantities for both Excavation and Backfill are included.

4. Technical Specifications Section 4.9 states that final pay quantities will be based on field surveys taken prior to excavation, at completion of excavation and at completion of final grade establishment. Who will be responsible for these 3 surveys?

Contractor may obtain design survey to utilize as baseline. Contractor shall be responsible per pay item 0101-1.

Will the completion of excavation surveys include the under-cut areas?

Contractor shall include survey documentation for all excavation/backfill area(s) included in pay items 0120-1, 0120-5 & 0120-6.

Who will be responsible for computing the volumes of excavation and embankment from the surveys?

Survey(s) shall be submitted with each pay request by the Contractor. An AutoCAD and PDF files shall be supplied by the Contractor as backup documentation. Contractor shall calculate and provide the documentation/files to confirm quantity in Contractor's pay request.

Since there are multiple phases, will there be multiple completion of excavation surveys?

Survey(s) shall be submitted with each pay request by the Contractor to document pay items 0120-1, 0120-5 & 0120-6. An AutoCAD file shall be supplied by the Contractor as backup documentation.

5. The Project Construction Schedule on Sheet G-101 requires that Phase A be completed prior to June 22, 2020.

Per Addendum #3, Phase A completion has been extended to July 16, 2020.

Phase A cannot be completed prior to the box culvert installation because the Phase A retaining wall must be built after the box culverts are in place. May Phase A be constructed after August 6, 2020 but still within the 365 day total project time frame?

No, Contractor shall adhere to the provided schedule.

6. The Geotechnical report references a 4" geoweb and gravel parking lot north of the Goodwill Donation Center as shown on Sheet C-103. This parking lot is not shown on any other plan sheets. Has this been eliminated from the project?

Yes, the project to the North of the Goodwill Donation Center has been completed and not included with this project efforts.

7. There aren't any recommendations in the Geotechnical report for the Geoweb for Heavy Wheel Loads shown on sheet C-203. Does this area require 2' under-cut and back-fill?

Contractor shall provide 12-inches of stabilized subgrade per plans.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid. Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Gerri Forslund
Procurement Administrator

MERIDIAN ROAD DRAINAGE IMPROVEMENTS

FEBRUARY 3, 2020

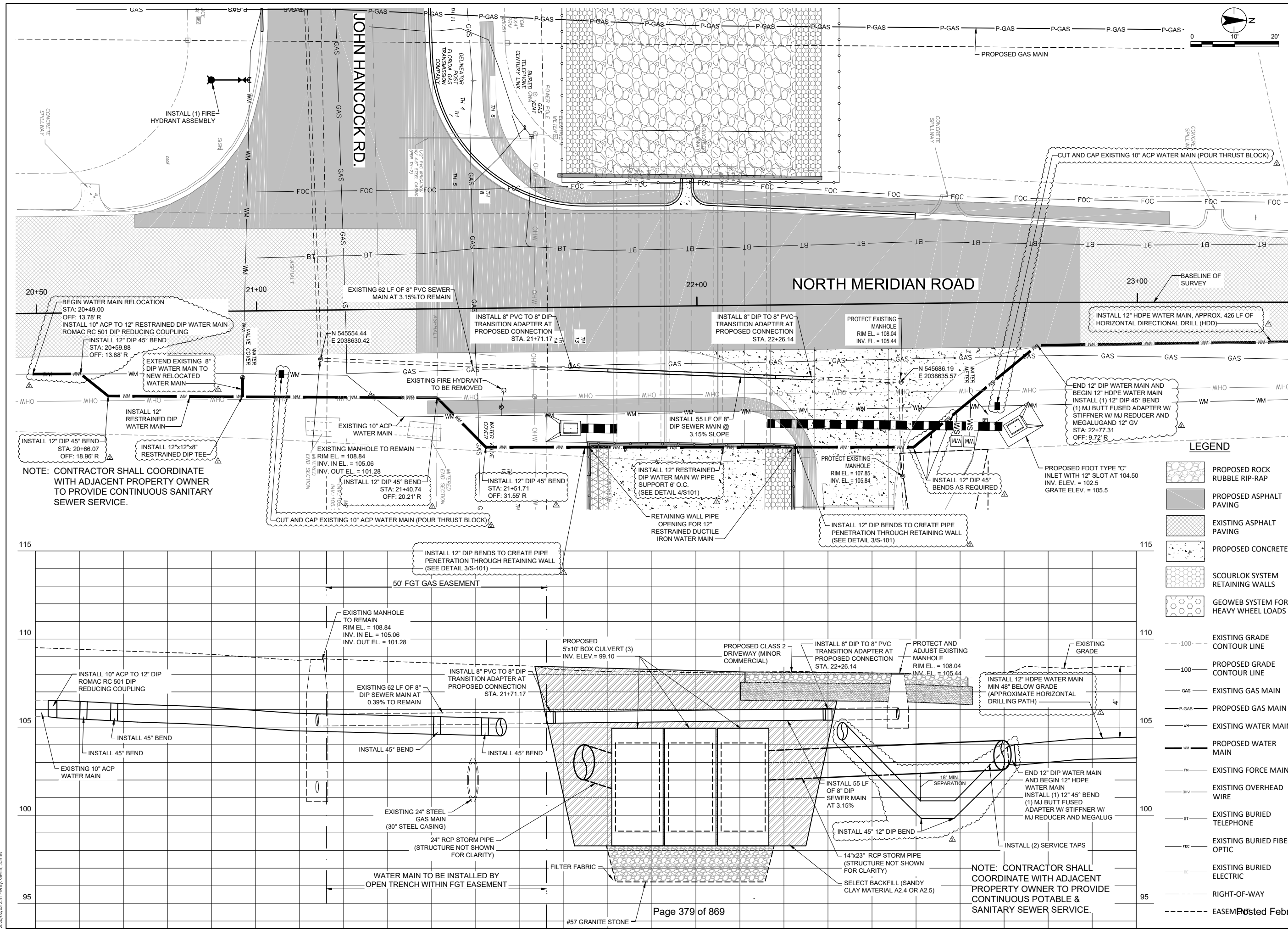
Bidders to provide unit prices for the following items:

Table with columns: FDOT Pay Item No., ITEM DESCRIPTION, UNIT, QUANTITY, Unit Cost (\$), Cost. Includes sections for MERIDIAN ROADWAY IMPROVEMENTS, WEST BASIN IMPROVEMENTS, EAST BASIN IMPROVEMENTS, LEXINGTON ROAD IMPROVEMENTS, and BID ALTERNATES.

*Installation cost includes all work associated with the box culvert such as shipping, unloading pre-cast box culvert from delivery truck, bedding, filter fabric, backfill material as specified in contract documents.
PAY ITEM NOTES:
LC-01 ALL COSTS ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF ALL ITEMS WITHIN LIMITS OF CONSTRUCTION THAT ARE REQUIRED TO READY THE SITE FOR IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT BID PRICE.
LC-02 ALL COSTS ASSOCIATED WITH FURNISHING AND INSTALLING THE REQUIRED SEDIMENT AND EROSION CONTROL DEVICES (SILT FENCE, SEDIMENT CONTROL LOG, TURBIDITY CURTAIN, SOIL TRACKING, ETC.) REQUIRED TO PREVENT SOIL MIGRATION DURING CONSTRUCTION ACTIVITIES. THIS PAY ITEM SHALL INCLUDE ANY REQUIRED ADDITIONS BY THE CONTRACTOR ABOVE AND BEYOND THE CONTRACT DOCUMENTS TO PREVENT SOIL FROM MIGRATING OUTSIDE THE LIMITS OF CONSTRUCTION.
LC-03 ALL COSTS ASSOCIATED WITH THE INSTALLATION OF GEOTEXTILE FABRICS, COMPACTION AND TESTING COMPLETE.
LC-04 ALL COSTS ASSOCIATED WITH THE COORDINATION OF REMOVAL, REPAIRS AND/OR REPLACEMENT IF REQUIRED, FOR RELOCATING THE EXISTING WOOD FENCE LOCATED AT 344 LEXINGTON ROAD SHALL BE INCLUDED IN THE UNIT BID PRICE.
LC-05 ALL COSTS ASSOCIATED WITH THE DEWATERING FOR STRUCTURES AND/OR FOR THE BYPASS OF STORMWATER FLOW TO ALLOW FOR THE CONTINUATION OF CONSTRUCTION ACTIVITIES.
LC-06 ALL COSTS ASSOCIATED WITH THE INSTALLATION OF ARMORMAX 75 INCLUDING BUT LIMITED TO ARMORMAX FABRIC (GREEN), LANDLOCK S2 EROSION CONTROL BLANKET, SEED, 6 INCH U SHAPED STAPLES, PINS, ANCHORS, TRENCHING, COMPACTION AND TESTING COMPLETE.
LC-07 ALL COSTS ASSOCIATED WITH THE INSTALLATION OF GEOWEB SYSTEM FOR HEAVY WHEEL LOADS INCLUDING BUT LIMITED TO GEOTEXTILE, GEOWEB GW20V, ATRA KEY PINS, ATRA KEY CONNECTORS, 12" STABILIZED SUBGRADE, COMPACTION, PLACEMENT OF NO. 57 GRAVEL, FINAL COMPACTION AND TESTING COMPLETE.
LC-08 ALL COSTS ASSOCIATED WITH THE INSTALLATION OF SCOURLOCK SDS SYSTEM, NON WOVEN GEOTEXTILE, COMPACTION, PLACEMENT OF BEDDING GRAVEL, INSTALLATION OF SCOURLOCK UNITS, BACKFILLING OF SCOURLOCK UNITS, ANCHORS, FIELD CORRECT FOR ANGLE SCOURLOCK UNITS, NONWOVEN GEOTEXTILE LINER (INSIDE CELLS), JOINING PINS AND TESTING COMPLETE.
LC-09 ALL COSTS ASSOCIATED WITH THE CONTROL STRUCTURE FOR LAYOUT, FORMING, REBAR PLACEMENT, 3000 PSI CONCRETE PLACEMENT, DEWATERING, COMPACTION AND TESTING COMPLETE.
LC-10 ALL COSTS ASSOCIATED WITH THE CONCRETE SLAB WITHIN THE EAST SUMP FOR LAYOUT, FORMING, REBAR PLACEMENT, 3000 PSI CONCRETE PLACEMENT, DEWATERING, COMPACTION AND TESTING COMPLETE.
LC-11 ALL COSTS ASSOCIATED WITH THE RELOCATION OF AN EXISTING STORAGE SHED AT 344 LEXINGTON ROAD INCLUDING BUILDING PERMIT, ELECTRICAL PERMIT, COORDINATION WITH HOMEOWNER TO DESIRED LOCATION IN BACKYARD, SHED LEVELING, ELECTRICAL WIRING AND TIE DOWN STRAPPING REQUIREMENTS TO MEET LOCAL BUILDING CODES COMPLETE.
LC-12 ALL COSTS ASSOCIATED WITH THE CONSTRUCTION OF PHASES C-1 AND C-2. THIS SHALL INCLUDE THE CONSTRUCTION OF THE PHASES WITHIN FIVE (5) WEEKS OF JUNE 1.
LC-13 ALL COSTS ASSOCIATED WITH THE MONTHLY TRIMMING OF HEDGES, REMOVAL OF WEEDS FROM AROUND PLANT MATERIAL, MOWING OF GRASS AREAS AND CONFIRMATION OF PROPER OPERATION OF IRRIGATION SYSTEM FOR THE WEST AND EAST SUMPS COMPLETE.



2315 Kilbom Center Blvd., Suite 102
Tallahassee, FL 32309
www.stantec.com C.A. No. 27013
The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyright to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.



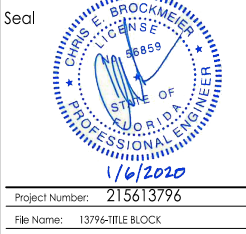
- LEGEND**
- PROPOSED ROCK RUBBLE RIP-RAP
 - PROPOSED ASPHALT PAVING
 - EXISTING ASPHALT PAVING
 - PROPOSED CONCRETE
 - SCOURLOK SYSTEM RETAINING WALLS
 - GEOWEB SYSTEM FOR HEAVY WHEEL LOADS
 - EXISTING GRADE CONTOUR LINE
 - PROPOSED GRADE CONTOUR LINE
 - EXISTING GAS MAIN
 - PROPOSED GAS MAIN
 - EXISTING WATER MAIN
 - PROPOSED WATER MAIN
 - EXISTING FORCE MAIN
 - EXISTING OVERHEAD WIRE
 - EXISTING BURIED TELEPHONE
 - EXISTING BURIED FIBER OPTIC
 - EXISTING BURIED ELECTRIC
 - RIGHT-OF-WAY
 - EASEMENT

NOTE: CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNER TO PROVIDE CONTINUOUS SANITARY SEWER SERVICE.

NOTE: CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNER TO PROVIDE CONTINUOUS POTABLE & SANITARY SEWER SERVICE.

Revision	By	App'd.	YY/MM/DD
ADDENDUM 4	BP	CEB	20.02.03
ADDENDUM 1	BP	CEB	20.01.28

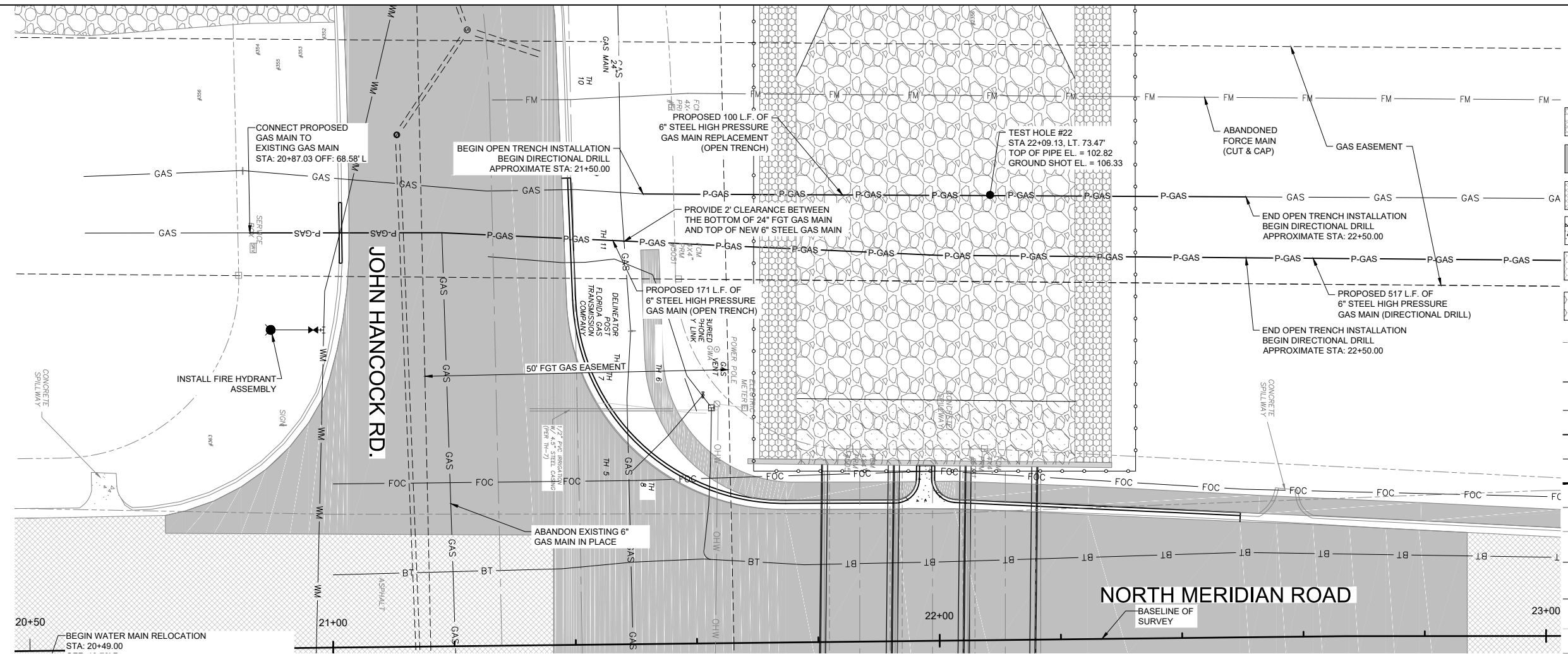
Client/Project
LEON COUNTY
PUBLIC WORKS DEPARTMENT
MERIDIAN ROAD
DRAINAGE IMPROVEMENTS
TALLAHASSEE, FL
UTILITY ADJUSTMENT STA 20+49
TO 23+30



Project Number: 215613796
File Name: 13796-TITLE BLOCK

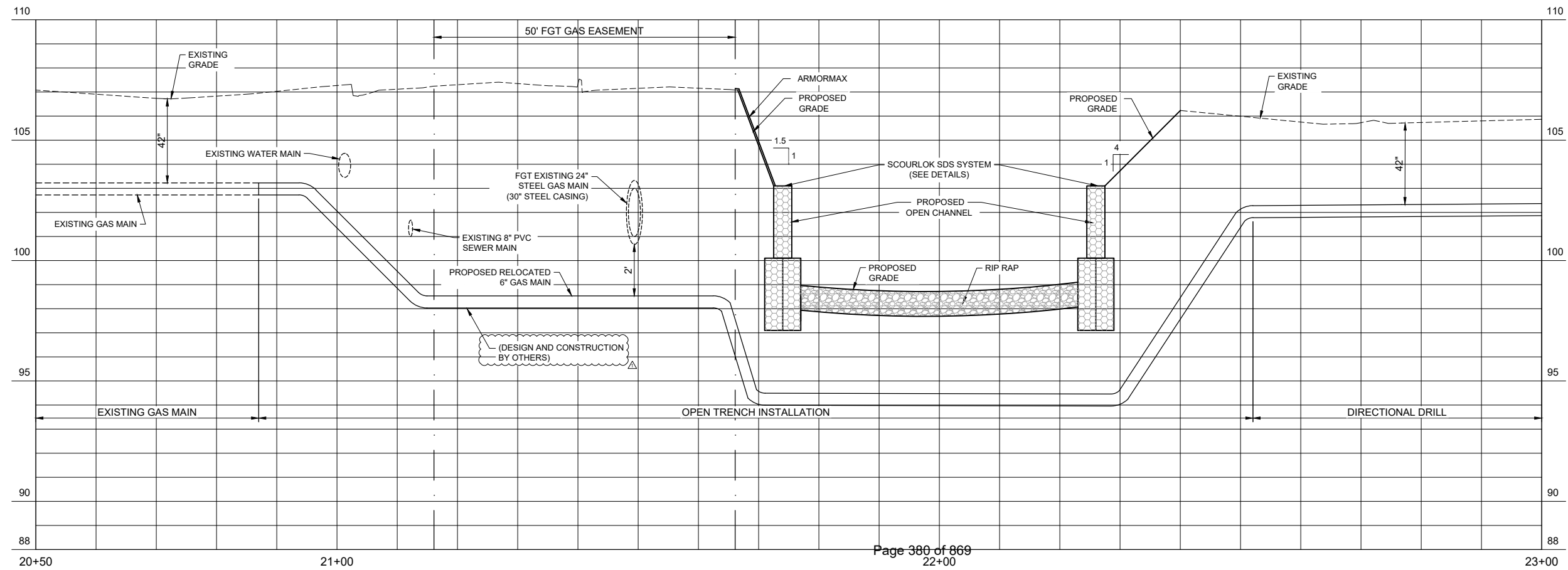
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Dwn	Chkd	Dsgn	YY/MM/DD

Drawing No. C-301
Revision 0
Sheet 17 of 20
Posted February 17, 2020



- LEGEND**
- PROPOSED ROCK RUBBLE RIP-RAP
 - PROPOSED ASPHALT PAVING
 - EXISTING ASPHALT PAVING
 - PROPOSED CONCRETE
 - SCOURLOK SYSTEM RETAINING WALLS
 - GEOWEB SYSTEM FOR HEAVY WHEEL LOADS
 - EXISTING GRADE CONTOUR LINE
 - PROPOSED GRADE CONTOUR LINE
 - EXISTING GAS MAIN
 - PROPOSED GAS MAIN
 - EXISTING WATER MAIN
 - PROPOSED WATER MAIN
 - EXISTING FORCE MAIN
 - EXISTING OVERHEAD WIRE
 - EXISTING BURIED TELEPHONE
 - EXISTING BURIED FIBER OPTIC
 - EXISTING BURIED ELECTRIC
 - RIGHT-OF-WAY
 - EASEMENT

Revision	By	Appd.	YY/MM/DD
ADDENDUM 4	BP	CEB	20/02/03
			YY/MM/DD
			YY/MM/DD
			YY/MM/DD



Client/Project
LEON COUNTY
PUBLIC WORKS DEPARTMENT
MERIDIAN ROAD
DRAINAGE IMPROVEMENTS
TALLAHASSEE, FL
UTILITY ADJUSTMENT STA 20+50
TO 23+00



Project Number: 215613796
File Name: 13796-TITLE BLOCK

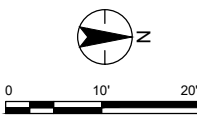
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			YY/MM/DD

Drawing No. C-302
Revision Sheet

Posted February 17, 2020

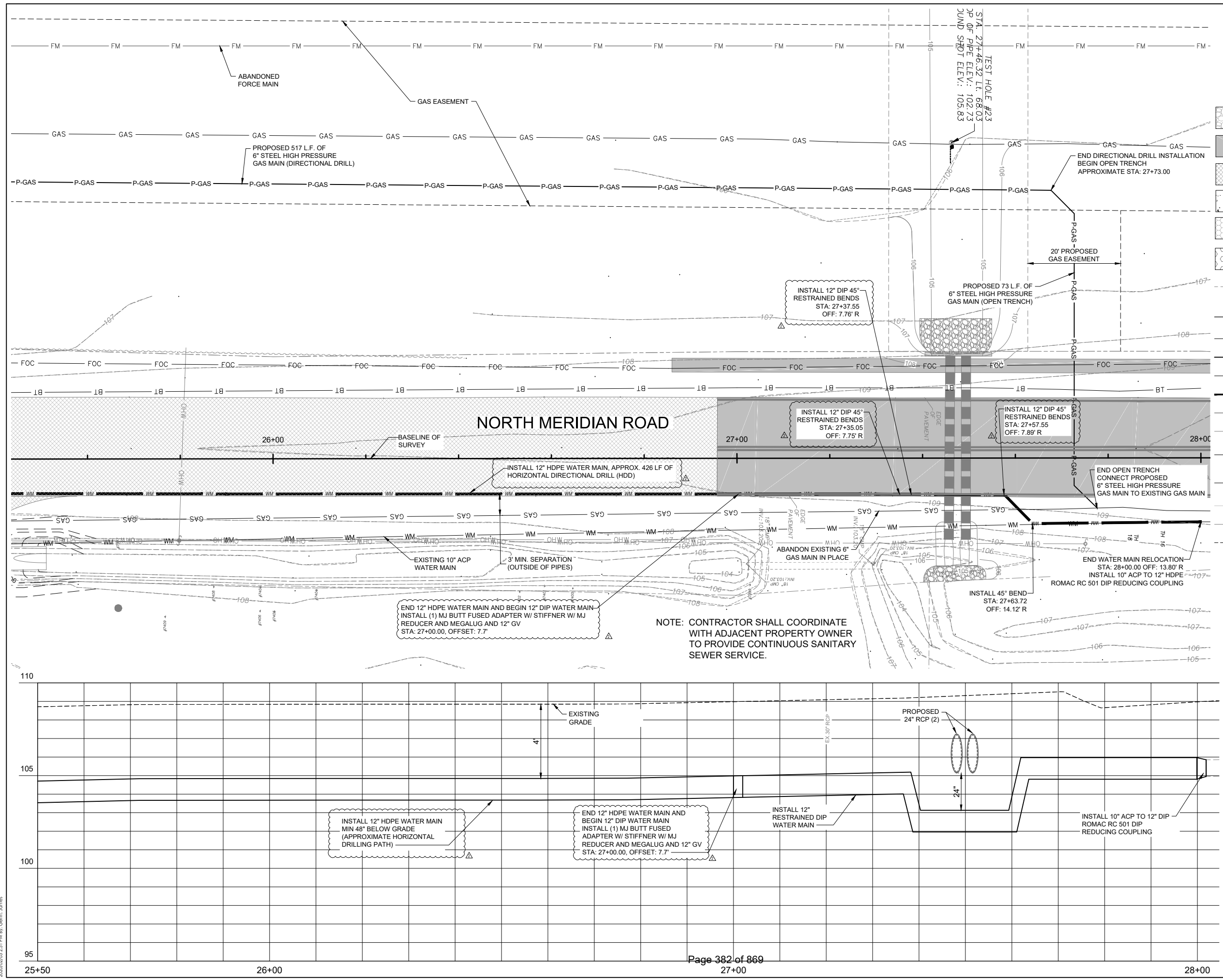
V:\1315613796\1315613796-Sub\Drawings\07_Caddendum\A\Sheet_215613796-TITLE\Plan.dwg
 2020/02/03 2:51 PM By: Geth, James

ORIGINAL SHEET - ANI-D



LEGEND

- PROPOSED ROCK RUBBLE RIP-RAP
- PROPOSED ASPHALT PAVING
- EXISTING ASPHALT PAVING
- PROPOSED CONCRETE
- SCOURLOK SYSTEM RETAINING WALLS
- GEOWEB SYSTEM FOR HEAVY WHEEL LOADS
- EXISTING GRADE CONTOUR LINE
- PROPOSED GRADE CONTOUR LINE
- EXISTING GAS MAIN
- PROPOSED GAS MAIN
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING FORCE MAIN
- EXISTING OVERHEAD WIRE
- EXISTING BURIED TELEPHONE
- EXISTING BURIED FIBER OPTIC
- EXISTING BURIED ELECTRIC
- RIGHT-OF-WAY
- EASEMENT



ADDENDUM 4	ADDENDUM 1	CEB	CEB	CEB	Appr.	TY	MM	DD
		BP	BP	BP	By			
		Revision						

Client/Project
LEON COUNTY
PUBLIC WORKS DEPARTMENT
MERIDIAN ROAD
DRAINAGE IMPROVEMENTS
TALLAHASSEE, FL
UTILITY ADJUSTMENT STA 25+50
TO 27+94



Project Number: 215613796
File Name: 13796-TITLE BLOCK

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Drawing No. C-304
Revision Sheet

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2020/02/03 09:21 PM By: GenH. Jones

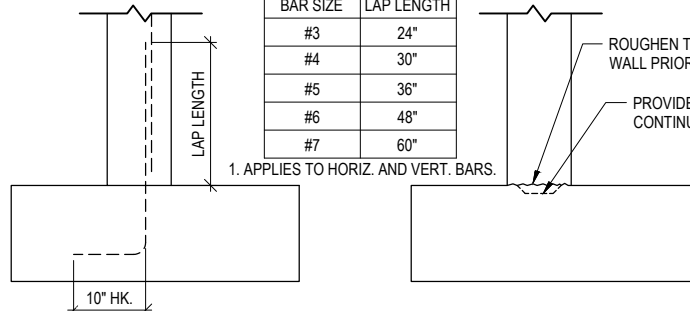


- GENERAL NOTES**
1. THE MIN. CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 3,500 PSI FOR FOUNDATIONS AND 4,000 PSI FOR WALLS. CONCRETE WORK SHALL COMPLY WITH ACI 318.
 2. REINFORCING STEEL SHALL COMPLY WITH ASTM A615 AND SHALL HAVE A MIN. YIELD STRENGTH OF 60,000 PSI.
 3. DOWELS CAN BE LAPPED ABOVE THE FOOTING IN ACCORDANCE WITH "TYPICAL DOWEL AND KEYWAY DETAIL."

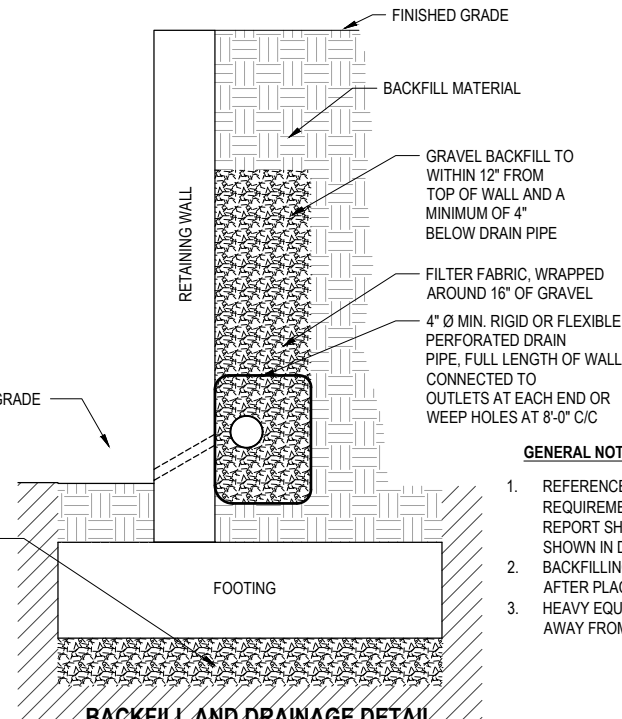
4. THIS PLAN SHEET IS THE BASIS FOR DESIGN TO INFORM THE CONTRACTOR OF PARTICULAR WALL REQUIREMENTS. STRUCTURAL SHOP DRAWINGS SHALL BE PREPARED AND SEALED BY A FLORIDA STRUCTURAL ENGINEER FOR ALL END WALLS AND RETAINING WALLS INCLUDED IN THE PROJECT. SHOP DRAWINGS SHALL INCLUDE REQUIRED DRAWINGS AND CALCULATIONS TO COMPLETE PROJECT.

LAP SPLICE SCHEDULE	
BAR SIZE	LAP LENGTH
#3	24"
#4	30"
#5	36"
#6	48"
#7	60"

1. APPLIES TO HORIZ. AND VERT. BARS.



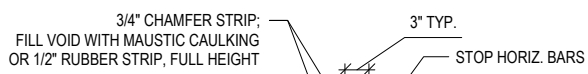
TYPICAL DOWEL AND KEYWAY DETAIL



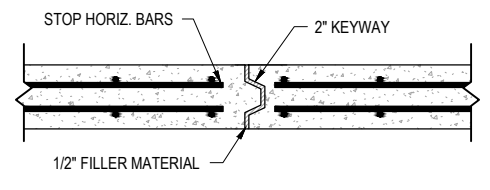
BACKFILL AND DRAINAGE DETAIL

GENERAL NOTES

1. REFERENCE GEOTECHNICAL REPORT FOR ALL FILL REQUIREMENTS IF AVAILABLE FOR THE PROJECT. REPORT SHALL GOVERN OVER FILL REQUIREMENTS SHOWN IN DETAIL.
2. BACKFILLING SHALL NOT BE PERMITTED UNTIL 7 DAYS AFTER PLACING GROUT IN CORES.
3. HEAVY EQUIPMENT SHALL MAINTAIN A DISTANCE AWAY FROM THE WALL EQUAL TO THE WALL'S HEIGHT.



CONTROL JOINT DETAIL



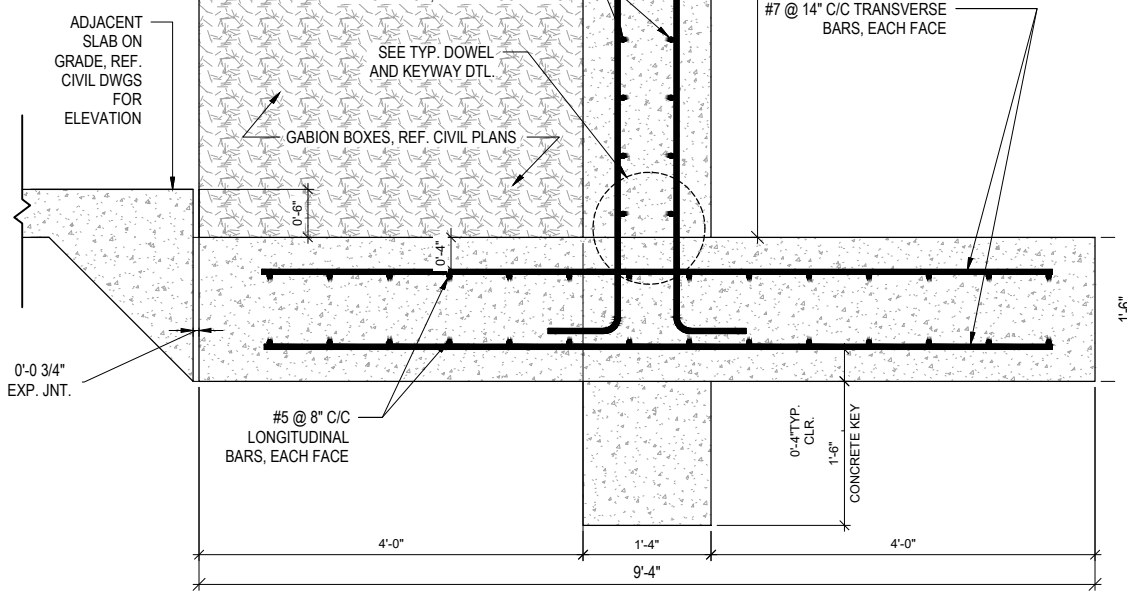
EXPANSION JOINT DETAIL

- GENERAL NOTES**
1. CONTROL JOINTS SHALL BE PLACED AT 20 FT. ON CENTER MAX. AND WITHIN 3 FT. OF CORNERS.
 2. EXPANSION JNTS. SHALL BE PLACED AT EVERY 4TH CONTROL JNT.

VERTICAL JOINT REQUIREMENTS



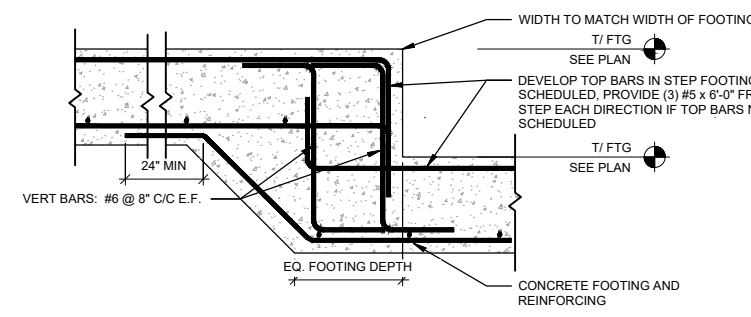
FOOTING THICKNESS



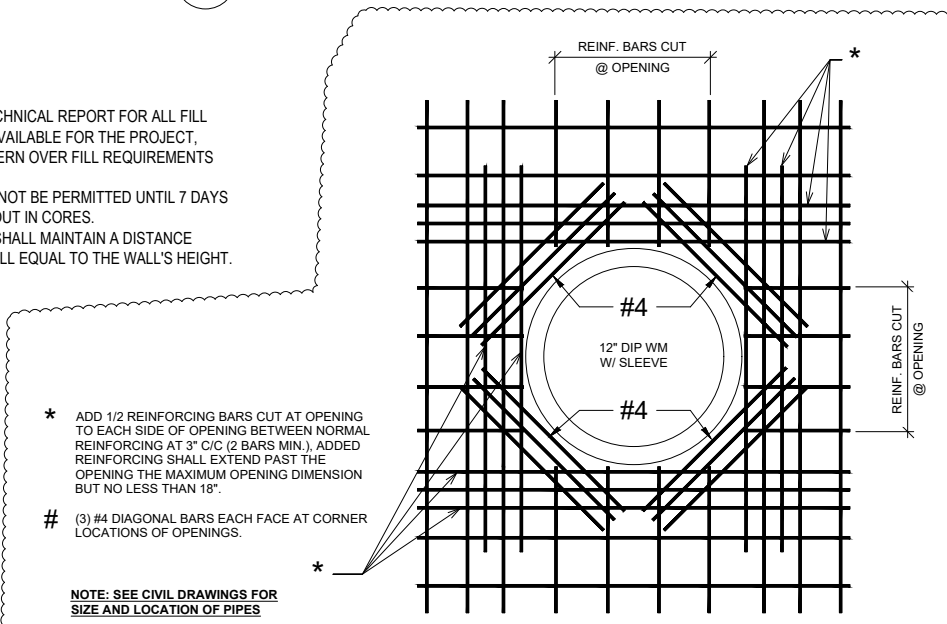
1

CONCRETE RETAINING WALL

COORDINATE ALL RETAINING WALL LOCATIONS, DIMENSIONS, AND WALL HEIGHTS WITH CIVIL SITE AND BMP DRAWINGS. UNDERLYING SOIL SHALL BE PREPARED PER THE GEOTECHNICAL REPORT



2 TYPICAL STEPPED FOOTING AT DETAIL

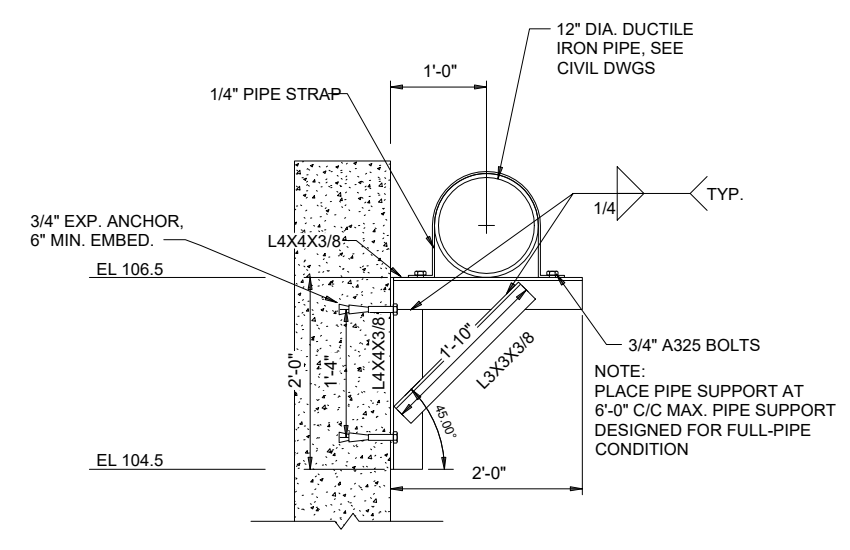


- * ADD 1/2 REINFORCING BARS CUT AT OPENING TO EACH SIDE OF OPENING BETWEEN NORMAL REINFORCING AT 3" C/C (2 BARS MIN.). ADDED REINFORCING SHALL EXTEND PAST THE OPENING THE MAXIMUM OPENING DIMENSION BUT NO LESS THAN 18".
- # (3) #4 DIAGONAL BARS EACH FACE AT CORNER LOCATIONS OF OPENINGS.

NOTE: SEE CIVIL DRAWINGS FOR SIZE AND LOCATION OF PIPES

3

TYPICAL REINFORCING AT OPENINGS



4 PIPE SUPPORT

Revision	By	Appd.	Date
ADDENDUM 4		CEB	20.02.03
Revision		YY.MM.DD	
Issued		YY.MM.DD	

Client/Project
LEON COUNTY
PUBLIC WORKS DEPARTMENT
MERIDIAN ROAD
DRAINAGE IMPROVEMENTS
TALLAHASSEE, FL
RETAINING WALL

Project Number: 215613796
File Name: 13796-TITLE BLOCK

JG	CB	AM	20.01.06
Dwn.	Chkd.	Dsgn.	YY.MM.DD

Drawing No. S-101

Posted February 17, 2020



INVITATION TO BID

**FOR
MERIDIAN ROAD DRAINAGE IMPROVEMENTS PROJECT**

PROPOSAL NUMBER BC-02-13-20-31

**LEON COUNTY GOVERNMENT
LEON COUNTY, FLORIDA**

Release: January 14, 2020

GENERAL CONDITIONS

To ensure acceptance of your bid, please follow these instructions:

BIDDER INSTRUCTIONS

Bidders are expected to examine the specifications, delivery schedule, freight requirements, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern. Bids may be submitted in person, by mail or other carrier.

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

Bid No.
Leon County Government
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an **original, manual** signature of an authorized representative of the company.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

INFORMATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley or Geri Forslund, telephone (850) 606-1600; E-mail: KelleyS@leoncountyfl.gov or ForslundG@leoncountyfl.gov.

SPECIAL ACCOMMODATION

Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the Leon County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/procurementconnect>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make them available for pick up at the Purchasing Division. It is the responsibility of the Bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

REJECTION OF BIDS

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

PURPOSE

Leon County is seeking the services of a qualified contractor to provide the installation of concrete box culverts and concrete culverts under Meridian Road, elliptical concrete culverts under Lexington Road, grading and construction of an east and west basin, asphalt pavement reconstruction, driveway reconstruction, ditch grading and implementation of sustainable low impacts solutions within open channel improvements, driveway reconstruction, curb and gutter reconstruction, guardrail installation, sodding of all disturbed areas, water and sanitary sewer relocation and all associated improvements, in accordance with Attachment A – Technical Specifications, Attachment B – Arborist Mitigation Plan, Attachment C – Geotechnical Report, Attachment D – Florida Gas Transmission (FGT) Encroachment Agreement 2019, Attachment E – Environmental Resource Permit, Attachment F – Utility Work Schedule for Water Main, Attachment G – Utility Work Schedule for Gas Main, Attachment H – Unit Pricing Sheet, and Attachment I – Meridian Road Drainage Improvement Plans.

Attachment I – Meridian Road Drainage Improvement Plans, which pertain to this Solicitation, is a large file and is available to view on the supplemental solicitation documents page found at:

<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-stewardship/Purchasing/Supplemental-Solicitation-Documents>

Attachment H – Unit Pricing Sheet, is available in Excel format at:

<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>

The Contractor is responsible for paying for the Shed Relocation Permit Fee. The estimated cost of the Shed Relocation Permit Fee can be determined by the Contractor by contacting the Department of Development Support and Environmental Management for a Fee Schedule.

It is the intention of the County to award this bid on the lowest total bid price based on the options selected by the County.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, the County will post the changes on the County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division’s website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
January 14, 2020	Release of the ITB
January 22, 2020 at 10:00 a.m.	MANDATORY PRE-BID MEETING and SITE VISIT: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing’s offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

<p>Not later than: January 23, 2020 at 5:00 p.m.</p>	<p>QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.</p>
<p>Not later than: February 13, 2020 at 2:00 p.m.</p>	<p>BID SUBMISSION DUE DATE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.</p>

BID INFORMATION AND CLARIFICATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Geri Forslund, phone (850) 606-1600 or E-mail KelleyS@leoncountyfl.gov and ForslundG@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than the last day for questions listed in schedule of events, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person’s representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner’s staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person’s representative shall include, but not be limited to, the person’s employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in 125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon

County, Florida.

REGISTRATION

Bidders which obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID

1. General

- a. Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County.
- b. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the lowest total bid price based on the options selected by the County.
- c. Each Bidder shall supply one (1) **ORIGINAL printed copy** of the Bid Response clearly marked BC-02-13-20-31 - Bid Response. Responses will be retained as property of the County. **The ORIGINAL of your Response must contain an original, manual signature of an authorized representative of the responding firm or individual (Bidder).** The contents of the response of the successful Bidder will become part of the contractual obligations.

The bids are to be submitted bound by binder clips or staples only. No manner of plastic, comb or wire bindings are acceptable. All copies of bids are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As part of Leon County's sustainability program, Leon County is reducing the excess paper, packaging, binders, and waste associated with submittals.

- d. ALL bid submissions must be received by the Purchasing Division by no later than the Bid Submission Due Date specified in the Schedule of Events.
- e. The responsibility for submitting the Bid to the Leon County Purchasing Division, and for the Leon County Purchasing Division receiving such responses by no later than the Opening Date, is solely that of the Bidder. Leon County shall in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

2. Submission Requirements

Each Bidder is requested to provide the following information:

- a. Bid Response Sheet with manual signature.
- b. Affidavit Certification Immigration Laws

- c. Equal Opportunity/Affirmative Action Statement
- d. Identical Tie Bids/Drug-Free Workplace Form
- e. Contractor's Business Information Form
- f. Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- g. Non-Collusion Affidavit
- h. Insurance Certification Form

Your attention is directed to the insurance requirements in INSURANCE section. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your response. If a bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. The successful bidder must provide the County with Certificates of Insurance at the time of contract execution and prior to the issuance of a purchase order.

- i. Certification/Debarment Form
- j. Local Vendor Certification Form
- k. Employment Eligibility Verification Form
- l. Unit Pricing Sheet

The Price Sheet must be completed using the Excel spreadsheet provided as part of this solicitation. All sections of the Price Sheet must be completed. Price Sheets will not be considered complete unless pricing for all items is provided. Incomplete pricing sheets shall deem the bidder non-responsive.

- m. Bid Guarantee

Bids shall be accompanied by a 5% bid guarantee, based on the total dollar amount of the base bid submitted in the response, which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non- performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such

an event, the contractor shall be liable to the County for the full amount of the default.

WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

RECEIPT AND OPENING OF BIDS

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived, and no bids received thereafter will not be considered. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect>.

A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

AWARD OF BIDS/BID PROTEST

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the County website at: <http://www.leoncountyfl.gov/Procurementconnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director within 72 hours after receipt of the intended recommendation of award and the protestor shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest

shall constitute a waiver of all rights granted under this section. At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of Bidders and other interested parties, who may be present either in person or by representatives.

PLANHOLDERS

As a convenience to bidders, the County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect> by simply clicking the planholder link on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone numbers and email address is designed to assist bidders in preparation of their responses.

LICENSES AND REGISTRATIONS

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required licenses pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable. Failure to provide the above required documentation may result in the bid being determined as non-responsive.

CONTRACTOR'S QUALIFICATIONS

At minimum, the primary contractor and/or any proposed subcontractors shall be a Florida Department of Transportation Certified Contractor in Drainage, Flexible Paving and Underground Utilities. Failure to demonstrate certification in the fashion described may result in the bid being determined as non-responsive.

Proposed sub-contractors and/or if self-performing, the employee that is performing the work, must hold the certification for any specialty work, based on the work required to complete this project.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to

effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:

- a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBE's.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term Certified Minority Women Business Enterprise (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each Bidder is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Bidders responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Bidders that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact:

Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email DJones@oeforbusiness.org

Alternates:

LaTanya Raffington, MWSBE Coordinator by email at lraffington@oeforbusiness.org

Shanea Wilks, MWSBE Coordinator by email at swilks@oeforbusiness.org

Bidders must complete and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All bidders, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). However, if a bidder is MBE or WBE certified, then the aspirational target for subcontracting in that category shall be deemed fulfilled. All other aspirational targets will apply. Failure to complete such good faith effort statement may result in the bid being non-responsive.

4. For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets:

Minority Business Enterprise - 17%

Woman Business Enterprise - 9%

5. Definitions for the above targets follow:
 - a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by descent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.
 - b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a (n):
 - 1) African/Black American - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
 - 2) Hispanic American - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
 - 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
 - 4) American Indian, Alaskan Native and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.
 - c. Women - American Woman
6. Prime Contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when

requested shall deem your bid as non-responsive.

8. The online Certification Directory is available to assist you with identifying potential certified vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oeforbusiness.mwsbe.com/>. The directory interface is user friendly and allows for vendors searches to be conducted for various procurement categories and business categories and business capabilities.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

- A. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
2. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

- B. Local business definition. For purposes of this section, "local business" shall mean a business which:

1. Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
2. Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- C. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X, C, U).
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
4. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members (**County is to be named as Additional Insured**).

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of

the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages (County and the Property Owner are to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be

subject to all of the requirements stated herein.

AGREEMENT

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Leon County Government reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

CONTRACT PROVISIONS

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No. (enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated _____, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the day of , 2018.

(Name of Principal)

By:
(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract, with the exception of Phase A, Phase C-1 and Phase C-2, as depicted on Attachment I – Meridian Road Construction Plans, shall be completed within three hundred sixty-five (365) consecutive calendar days of the Notice to Proceed to final completion. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2019 Edition.

Phase A shall be completed by June 21, 2020 to final completion. If this work is not completed within the time set forth above, the Contractor shall be deemed to be in default. Once the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount of \$200,000.

Phases C-1 and C-2 shall be complete within nine (9) weeks after the required commencement date of June 1 so Meridian Road can be reopened to the public. If the work to be performed under these Phases are not completed within the time set forth above, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount equal to twice the amount according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2019 Edition.

Add Alternate 1 – All work associated with the Meridian Road Closure (Phases C-1 and C-2) shall be completed within five (5) weeks after construction commencement on June 1 so Meridian Road can be reopened to the public. This accelerated schedule may require extended working hours and continuous working days. This lump sum item is to cover the additional expenses with the accelerated schedule if it is selected by the County. All pay item unit prices under the base bid will remain the same whether the Add Alternate is selected or not. If the work is completed within the sixth week, the Contractor shall receive 75% of the Add Alternate value. If the work is completed within the seventh week, the Contractor shall receive 50% of the Add Alternate value. If the work is completed within the eighth week, the Contractor shall receive 25% of the Add Alternate value. If the work is completed within the ninth week, the Contractor shall receive 0% of the Add Alternate value.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services. The form of payment for this Contract may be through a County-issued purchase order and

a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider=s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

7. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

WARRANTIES

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney=s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Failure to perform according to contract provisions.
2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
4. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
5. Other reasons deemed appropriate by Leon County Government.

ADDITIONAL TERMS AND CONDITIONS

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Equal Opportunity/Affirmative Action Statement
- _____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non-Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Local Vendor Certification
- _____ Applicable Licenses/Registration
- _____ E-Verify Form
- _____ Bid Bond

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Opening Date: February 13, 2020

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Bryan Desloge, Chairman
Leon County Government

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

Base Bid: _____

Add Alternate 1: _____

Add Alternate 2: _____

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**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _ day of _____, 20__.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____
Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

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IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Bidder's Signature

Title

Date

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CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

	Sole Proprietorship		Limited Liability Company
	General Partnership		Joint Venture
	Limited Partnership		Trust
	Corporation		Other (specify)
	Sub-chapter S Corporation		

State of Incorporation: _____ Date Established: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail

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FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	
License Type:	
License Number:	Expiration Date:
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

BONDS Surety Company 1

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

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Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please provide detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please provide detailed information on reverse)</i>
--	---	--

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS _____ DAY OF _____, 20__.

By: _____ Title: _____

Printed Name and Title: _____

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MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Bidder: _____

All bidders, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their bid. Through submission of its bid, Bidder certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the bidder to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

DIRECTIONS: Each bidder must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All bidders are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

NOTE: If a bidder is MBE or WBE certified, then the aspirational target for subcontracting in that category shall be deemed fulfilled. All other aspirational targets will apply.

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County’s Purchasing and Minority, Women, and Small Business Enterprise Policy. These criteria are used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the bidder’s Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those

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actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your bid being determined as non-responsive. Please

check the appropriate boxes that apply to your good faith activities:

- a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

- 2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance

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SECTION 3 – BIDDER’S PROPOSED MWBE PARTICIPATION

Bidder shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm’s Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm’s Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm’s Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a.					
b.					
c.					
d.					
e.					
f.					
Total Bid Amount \$		Total MWBE Participation \$		MBE Participation % WBE Participation %	
¹ <u>Certification</u> Attach and submit a copy of each MBE and WBE certification with the bid. ² <u>Ethnic Group</u> Use following abbreviations for MBE’s: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

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SECTION 4 - NON-MWBE SUBCONTRACTORS

Bidder shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project or **note self-performance.**

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

Please check the box if you will be Self-Performing.	
---	--

***By checking this box, I assert that I have all of the required licensing/certifications to perform this project.**

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NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

a _____, formed under the laws of _____
(Type of Business) (State or Province)

of which he/she is _____
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this ____ Day of _____, 20__.

Personally Known _____ Or Produced Identification

Type of Identification

NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: _____

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Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____
Typed or Printed

Signature _____.

Date _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Invitation to Bid for Meridian Road Drainage Improvements Project
Bid Number: BC-02-13-20-31
Opening Date: February 13, 2020

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

Bid Title: Invitation to Bid for Meridian Road Drainage Improvements Project
Bid Number: BC-02-13-20-31
Opening Date: February 13, 2020

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee;
and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address:	
Home Office Address:	Phone: Fax:

_____ Signature of Authorized Representative _____ Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__

By _____ of _____,
(Name of officer or agent, title of officer or agent) acknowledging (Name of corporation)

a _____ Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
 or has produced _____ as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Bid Title: Invitation to Bid for Meridian Road Drainage Improvements Project
Bid Number: BC-02-13-20-31
Opening Date: February 13, 2020

Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

Signature

Date



Attachment A

Technical Specifications

MERIDIAN ROAD DRAINAGE IMPROVEMENTS (CR 155)

CONTRACT DOCUMENTS

January 2020

PREPARED FOR:

**LEON COUNTY PUBLIC WORKS
2280 MICCOSUKEE ROAD
TALLAHASSEE, FLORIDA 32308
850-606-1500**

PREPARED BY:

**STANTEC CONSULTING SERVICES INC.
2316 KILLEARN CENTER BLVD., SUITE 102
TALLAHASSEE, FLORIDA 32309
850.878.5001**



Meridian Road (CR 155) Drainage Improvements

TECHNICAL SPECIFICATIONS:

1. SUMMARY OF WORK

The scope of work to be performed under this bid will include the installation of three-5' x 10' concrete box culverts and two-24" concrete culverts under Meridian Road, two-34" x 53" elliptical concrete culverts under Lexington Road, the grading and construction of an east and west basin, asphalt pavement reconstruction, driveway reconstruction, ditch grading and implementation of sustainable low impacts solutions within open channel improvements, driveway reconstruction, curb and gutter reconstruction, guardrail installation, sodding of all disturbed areas, water and sanitary sewer relocation and all associated improvements as shown on the construction plans. The construction of the new storm structures will require several trees within the "Canopy Road Protection Zone Limits" to be removed to install the new storm structures with end treatments, grading of areas adjacent to the proposed improvements and implement sustainable low impact development solutions within the open channel improvements.

Project Construction Phasing is as follows:

Phase A: East Sump improvements and drainage conveyance systems improvements into the East Sump (all work efforts east of the Meridian Road right of way).

Phase B: West Sump improvements, Lexington Road drainage conveyance system improvements including two (2), 34-in x 53-in elliptical cross drains, John Hancock drainage conveyance system. Phase B will include associated water & sewer utility adjustments under Lexington Road.

Phase C1: North Meridian Road improvements including two (2), 24-in cross drain culverts. Phase C1 will include associated water utility adjustments and coordination of new high-pressure gas main.

Phase C2: North Meridian Road improvements including three (3), 5-ft by 10-ft box culverts, with associated concrete headwalls and connections to East Sump retaining walls. Phase C2 will include associated water and sewer utility adjustments and coordination of two new high-pressure gas mains.

The proposed work is located in the Right-of-Way and/or Drainage Easements along North Meridian Road and Lexington Road, Section 7, Township 1 North, Range 1 East and Section 12, Township 1 North, Range 1 East and 1 West Leon County, Florida.

2. GENERAL REQUIREMENTS

The construction sequence and design notes are shown on the construction plans. The contract administration, construction procedure, materials, and equipment, shall be in accordance with the following specifications and contract documents:

2.1 All Standards and specifications called out on the Construction Plans.

- 2.2 Leon County Technical Specifications
- 2.4 The City of Tallahassee Technical Specifications for Water & Sewer Construction, Latest Edition (<https://www.talgov.com/you/you-learn-library-documents-water.aspx>).
- 2.5 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.
- 2.6 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2019 Edition and all supplemental documents thereto.
- 2.7 FDOT Roadway and Traffic Design Standards, 2019 Edition and all supplemental documents thereto.

In the event of any conflict between the Florida Department of Transportation's standard specifications and the specifications of this contract, the specifications of this contract shall govern. The governing order of these specifications is to follow the sequence in the aforementioned specifications and standards.

3. MANDATORY PREBID CONFERENCE

Contractors are required to attend the pre-bid conference to be qualified for bidding. The date of pre-bid conference may be one week before the bid opening date. Contractors shall contact the Leon County Purchasing Office to confirm the meeting time and place details.

4. SPECIAL PROVISIONS

- 4.1 An allowance of 365 calendar days has been set for the completion of this Contract, including utility coordination and relocation. SPECIAL NOTES: Phase A shall be completed prior to June 22, 2020. The roadway closure of North Meridian Road shall begin on June 1 and last no longer than nine (9) weeks (Summer School Break). After the nine (9) weeks the roadway MUST be fully operational and open to motorists with no further road closures. Additional work outside the roadway may occur beyond the nine (9) weeks to the completion of the Contract.

The construction approach is laid out in the General Notes section of the Construction Plans.

Contractor shall invite all utilities listed on the construction plans to attend the pre-construction conference and to confirm the work schedules.

The Contractor is required to coordinate with residents and Goodwill Industries to maintain ingress and egress at all times during construction.

The Contractor shall conduct weekly coordination meetings with Utility owners and

County representatives.

The Contractor must distribute Flyers to surrounding residents prior to Construction and during each change in maintenance of traffic efforts. The Flyers should contain detour map and brief description of project phase.

- 4.2 Contractor shall notify Property Owners 72 hours in advance of driveway closures and one week in advance of road closure. Contractor shall obtain a Leon County Road Closure Permit for the closure of all roadways.

All detour signs shall be posted according to the Contractor's approved MOT prior to beginning roadway work.

- 4.3 A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is the Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at:

http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm.

NPDES permit copy permit shall be provided to Leon County Public Works Department.

- 4.4 It is the Contractor's responsibility to verify the survey control points for construction stakeouts as well as the wetland limits. The costs for construction stakeouts are considered incidental and included in the total bid price.
- 4.5 The exact locations of all utilities in the vicinity of construction activities shall be verified by the Contractor prior to the construction. Contractor shall contact all utility companies through Sunshine State One Call of Florida, Inc. (1-800-432-4770) two business days in advance of beginning construction. It is Contractor's responsibility to verify and locate all the utilities to avoid damages.
- 4.6 All work conducted within the Florida Gas Transmission (FGT) easement shall comply with the Encroachment Agreement documentation included in Attachment D of the Specifications.
- 4.7 It is the Contractor's responsibility to establish a staging area with County representative's review and approval prior to commencement of construction. The Contractor is also responsible to obtain necessary permits if required by any other agencies. If the staging area is outside County's right-of-way or properties, the Contractor is required to obtain separate permits from the Leon County – Development Support & Environmental Management Department. All expenses associated with the additional permits will be paid by the Contractor.
- 4.8 The Clearing and Grubbing pay item includes but not limited to all works within the

construction area as described in Section 110 of FDOT's Standard Specifications for Roadway and Bridge Construction, Latest Edition. The vegetation and tree removal are also included in the clearing and grubbing cost.

- 4.9 Regular excavation and embankment will be measured by the cubic yard and in accordance with FDOT Section 120. Measurements will be made for materials excavated and removed to obtain proper compaction in cut and in fill sections. Regular excavation and embankment areas will be cross sectioned by a Professional Surveyors and Mappers prior to excavation, at completion of excavation, and at completion of final grade establishment. The final pay quantities for regular excavation and embankment will be determined by utilizing field survey methods.
- 4.10 The Contractor is also responsible to ensure all construction activities in compliance with the permit requirements. Contractor shall be responsible for all building permits. Contractor shall coordinate processing, payment and posting of permit placard.
- 4.11 Contractor provided dewatering design requirements, schedule and maintenance:
- a. The Contractor shall provide all dewatering necessary to keep the construction and work areas dry. The Contractor shall design, permit, install, operate, and maintain an adequate system. The system shall be of sufficient size and capacity to maintain a dry condition without delays to construction operations. A copy of the project Geotechnical Report is included in Attachment C.
- b. The Contractor shall submit a proposed dewatering plan for approval by Leon County Public Works prior to the pre-construction meeting of any construction or excavation operations. The plan shall show all proposed best management practices (I.E. filter bags, sediment sumps, etc.) for complying with all local, state, and national water quality regulations. Discharge points shall be clearly indicated.
- c. The Contractor shall monitor and provide testing at the discharge points during dewatering operations. Contractor shall ensure the discharge turbidity is within the limits set forth in chapter 62-302 F.A.C. (less than 29 NTU + Natural Background). Testing records shall be maintained onsite by the contractor and provided to the County upon request. If dewatering operations exceed the turbidity requirements, the Contractor shall stop work until the best management practices are in place to ensure water quality criteria are reached.
- d. The Contractor shall maintain a regularly scheduled maintenance program which shall conform to the equipment manufacturer's recommendations and include all other work necessary to maintain all components fully operational.
- 4.12 Erosion controls shown on the plans are to be considered minimum and additional protection shall be accounted for in this project.
- 4.13 The Contractor shall visit the project site prior to submitting the bids so a complete understanding of the site conditions and construction details can be achieved.

- 4.14 If the construction works causes any damages to adjacent properties, Contractor will be responsible for compensation unless it is proved otherwise.
- 4.15 According to the OSHA requirements, a minimum 10-foot clearance (circumference) must be maintained from the overhead electric neutral and primary conductors for any construction work.
- 4.16 The Contractor shall provide a minimum two-year warranty on the materials and workmanship for the work performed under this contract. The warranty shall commence upon completion of construction and issuance of Final Acceptance by the County.
- 4.17 North Meridian Road is a Canopy Road, the Arborist Mitigation Plan included in Attachment B of the Technical Specifications must be followed. The Contractor will retain the services of a Certified Arborist to implement the Mitigation Plan.
- 4.18 Before additional easements for this Project are acquired by Leon County, the Contractor can only work in the existing Right-of-Way. The Contractor may adjust the construction sequence and/or approach with approval by the County to ensure completion of the entire project within the contract schedule.
- 4.19 The fill and excavation of the trench for Water Main and Sanitary Sewer Pipe installation are incidental to the pipe installation which shall not be compensated separately.
- 4.20 As-built Survey and Record Drawings will be required for this project.
- 4.21 The Contractor shall provide, as needed, a Sheriff's Deputy at their hourly rate, per Leon County's discretion. The Contractor shall pay the weekly invoice from the Sheriff's Department and submit it to Leon County Public Works Department without any markup cost for reimbursement.
- 4.22 Contractor shall supply to the Engineer the Sub-grade test report, base test report, asphalt test report, trench line test report, video of storm drain system and certified as-builts.
- 4.23 Contractor shall submit the Leon County Maintenance of Traffic Plan and associated Permit prior to commencement of construction.
- 4.24 Maintenance of Traffic (MOT) Plan:
 - a. Contractor is responsible to obtain a qualified professional, with FDOT Advanced MOT certificate, to prepare and submit the MOT plan to Leon County/City of Tallahassee for approval.
 - b. Two-week advanced notice is required by Leon County for a lane or road closure request. All lane closures on North Meridian Road shall be directed through signalized intersections via Thomasville Road.

- c. The associated variable message boards (VMB) shall be set up one month before implementing the approved MOT plan for Meridian Road closure and one week for all other efforts. Five VMS units shall be deployed for the Meridian Road closure with three south of the project (Meridian Rd, & 7th Ave., Meridian Rd.& John Knox Rd., Meridian Rd. & Live Oak Plantation Rd.) two north of the project (Meridian Rd & Timberlane Rd., Meridian Rd & Maclay Rd.). All traffic detours shall be at signalized intersections and coordinated with the City of Tallahassee.
 - d. Coordinate with the Leon County Chief of Construction Management to implement the approved MOT plan.
 - e. Contractor shall use traffic control devices listed in the manual for Uniform Traffic Control Devices and follow FDOT 2019 Roadway Standard 600's Indices to implement the approved MOT plan.
 - f. Contractor shall furnish, erect, and maintain all necessary barricades, warning and detour signs with suitable and adequate lights while providing flagmen where necessary to direct traffic and take all other precautions to protect the workers and the public.
- 4.25 a. Working hours shall be from 8:30 a.m. to 4:30 p.m., Monday through Friday, however upon request of Contractor, County Engineer or his/her designee, may consider an alternative to these working hours based on the time of the year, site, weather, and traffic conditions. During work efforts on Phase C1 and C2 (during Meridian Road closure) the Contractor hours and days of operation within Phase C1 and C2 are not restricted and can be 24 hours, 7 days a week.
- b. There shall be no work on national holidays, such as New Year's, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, and Christmas.
- 4.26 a. All quality control testing costs are considered to be incidental and included as part of the total bid.
- b. Leon County shall reserve the right to sample any or all materials to determine whether or not materials meet the required specifications. Failure to meet specifications shall be cause for cancellation of delivery and rejection of materials provided for partial or full payment deduction as determined by the County representative.
- 4.27 The Environmental Management Permit is anticipated to be issued before contract execution. The permitted plans will be provided to the Contractor when the final permit is issued. No significant changes to the bid plans are expected to affect the bid development and scope of work.
- 4.28 The easement needed for the work on the west side of Meridian Road at the northern

cross drain is expected to be available in March 2020. The construction work in this area will be performed in summer 2020.

- 4.29 The final construction sequence and phasing may be adjusted based on the easement availability.
- 4.30 Contractor shall review, comply and coordinate the included Environmental Permits, Arborist Mitigation Plan and Utility Work Schedule include in Attachments B through G.

5. LEON COUNTY SUPPLEMENTAL SPECIFICATIONS

This Project hereby adopts the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2019 or latest edition together with all updates in its entirety as part of its guiding standards for construction except as amended by following specifications. If the Standard Specification section is not referenced in this document, it is considered unaltered and remains in force as written except for the general substitution of definitions listed below.

Division 1 General Requirements is modified as follows:

Section 1: Definition and Terms

Department – shall be revised to be Leon County throughout the entire Specifications unless specifically noted otherwise in this document.

Department's Approved Product List (APL) – This term remains the Florida Department of Transportation Approved Products List.

Engineer – Engineer shall be revised to mean the Leon County Engineer or designee throughout the Specifications unless noted elsewhere in this document.

Secretary of Transportation – shall be revised to be Leon County throughout the entire Specifications unless specifically noted otherwise in this document.

Standard Plans – The Florida Department of Transportation's latest Standard Design Plans Indexes.

Section 2: Proposal, Requirements and Conditions

Delete this Section in its entirety with the exception of the retention of Section 2-1 requiring bidders be prequalified with the Florida Department of Transportation and Section 2-4 requiring the contractor to review the plans, site etc. Replace all remaining sections with Leon County Standard Bid procedures included in the front end of all bid documents.

Section 3: Award and Execution of Contract

Delete in its entirety and replace with Leon County Standard award and bond requirements included with every contract.

Section 5: Control of Work

5-4: Modify to add: The County must respond in writing before the contractor proceeds with work associated with the error or omission.

5-7.1: Revise The Engineer of Record will provide centerline control points ...

5-7.3: Revise the sentence: Utilizing the control points furnished by the Engineer of Record

5-9.1: Modify to include: If the work was covered without a required inspection and the Engineer requests that it be uncovered for examination, the contractor shall do so at no expense to the County.

5-12.2.1: This section is revised to reduce the time frame for claims for extra work for projects with an original contract amount of \$1,000,000 or less from 90 to 30 calendar days after final acceptance and for projects with an original contract amount greater than \$1,000,000 from 180 to 60 calendar days. The same reduced time frames shall apply to claims pertaining to final estimate of quantities.

5-12.2.2: This section is revised to limit the time frame for projects with an original contract amount of \$1,000,000 or less from 90 to 30 calendar days after final acceptance and for projects with an original contract amount greater than \$1,000,000 from 180 to 60 calendar days.

5-12.4: This section is revised to reduce the time for County action on a claim for projects with an original contract amount of \$1,000,000 or less from 90 to 60 calendar days and for projects with an original contract amount greater than \$1,000,000 from 120 to 90 calendar days.

5-12.5: Delete this section in its entirety. The County does not pay interest on claims

Section 6-Control of Materials:

Due to the interchanging of the responsibilities of the Florida Department of Transportation (FDOT) and the County and the need for the FDOT to retain some of its requirements, this section is revised as follows: The assignments of responsibilities within this section shall be as stated

6-1.2 Sampling and Testing: Use the FDOT's current sampling identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to Leon County.

Ensure when a material is delivered to the location as describe in the Contract Documents, there is enough material delivered to take samples, at no expense to Leon County.

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to Leon County for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the FDOT's website at the following URL:

https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sample_forms.shtm. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 Approved Products List: The Product Evaluation Section in the State Specifications and Estimates Office maintains the APL. This list provides assurances to the Contractors, consultants, designers and County personnel that specific products and materials are approved for use on County facilities. The County will limit the contractor's use of products and materials that require use of APL items listed on the APL effective at the time of placement.

7-1.9 Florida Minority Business Loan Mobilization Program: This section is deleted in its entirety.

7-2.2 Work or Structures in Navigable Waters of the U.S.: Modify the statement *will procure the necessary permits prior to advertisement for bids* to will obtain the necessary permits prior to authorization of that portion of the work. Whenever a permit has not been obtained prior to advertisement, notification shall be provided in the bid documents pertaining to the anticipated

requirements of the required but pending permit.

7-19 Source of Forest Products: This section is modified to encourage, but not require the use of Florida timber, timber piling or other forest products.

7-24 Disadvantaged Business Enterprise Program: Replace in its entirety with the Leon County Disadvantaged enterprise requirements included in the front-end project specific specifications. If the front end does not address DBE requirements, none shall be required.

7-25 On the Job Training Requirements: With the exception of Federally Aid Contracts, this section shall be deleted in its entirety.

8-5 Qualifications of Contractor Personnel: This section shall be amended to require that the superintendent or other qualified personnel shall be required to read, speak and understand English in order to communicate effectively with county personnel.

9-2.1.1 Fuels: The County will not adjust or track fuel consumption. This section is deleted in its entirety.

9-2.1.2 Bituminous Material: The County will follow this asphalt adjustment procedure for projects meeting the time or volume criteria. The Department is the FDOT and the County will utilize FDOT's calculations of API posted on the Construction Office website.

9-5.1 Partial Payments General: Delete paragraph 3 regarding the retainage amounts and replace with the county shall withhold 10% of the project cost for all pay requests up to 50% completion, then it shall be reduced to 5% for the remaining balance according to the Florida Local Government Prompt Payment Act. County shall follow Section 9-5.4 for the release of retainage.

9-5.5.2 Partial Payment Amounts: Delete subsection (1). The County will make partial payments monthly without restriction to the minimum payment amount.

Division II

102-6.2 Construction: The County will not provide any equipment or personnel, the contractor shall be solely responsible for all efforts relating to this item.

102-6.6 Operation of Existing Movable Bridge: Substitute that the contractor shall maintain and operate all movable bridges. The County shall have no responsibility whatsoever for this task.

104-7 Maintenance of Erosion Control Features: Delete the reference to the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities. The contractor shall maintain all erosion control features as shown on the construction plans or as required by permits.

104-9 and 104-10 Method of Measurement and Basis of Payment: If the contract documents are silent, this basis of measurement and payment for erosion control devices governs otherwise bid quantities for erosion control devices will be paid as a lump sum.

105-1.2.2 Quality Control (QC) Inspection: Delete this section as the County does not maintain a testing and material placement database.

105-4.2 & 105-4.4 Producer Quality Control Program Requirements & Compliance with the Materials Manual: In these sections, all references to the Departments Material manual or specifications manual shall remain the Florida Department of Transportation, not Leon County.

105-4.5 & 105-4.6 Producers Quality Control (QC) Plan Review and Acceptance & Producer's Quality Control (QC) Plan: Submittal to and approval of the Quality Control Plan shall be the Leon County Engineer.

105-7 Lab Qualification Program: Any lab meeting the Florida Department of Transportation's qualification is permitted to do testing on Leon County projects.

110-1 Clearing and Grubbing- Description: Modify this section to read: Trim trees and shrubs

within the project right-of-way that are identified in the Contract documents or are needed to safely conduct the work. Trees not identified for trimming shall be brought to the attention of the County inspector for approval prior to conducting the work. In no case shall trees be trimmed on any canopy road without express designation in writing on the contract documents or by the County Engineer or his designee.

110-6.5 & 120-1.2 Asbestos Containing Materials (ACM) Not Identified Prior to Work & Unidentified Areas of Contamination: These sections are modified to delete the reference to the District Contamination Assessment Coordinator. The County Engineers shall coordinate with the appropriate party and that party shall act as the CAR Contractor outlined in this specification.

120-6.2 Furnishing of Borrow Areas: Delete this section and replace with: Use of an offsite borrow area shall meet all local, state and federal requirements for use of the site as a borrow area.

120-8.4 Reclaimed Asphalt Pavement (RAP) Method: Delete this section. Replace with Reclaimed Asphalt Pavement (RAP) shall be used only if specifically designated on the construction drawings. Requirements and limitations shall also be stated on the construction drawings as applicable.

120-10.1.1 and 120-10.1.2 Initial Equipment Comparison & Initial Production Lot: Delete these sections for initial equipment comparison and initial production lot.

120-10.1.6 Reduced Testing Frequency: delete this methodology. Independent testing is at the sole discretion of the County.

120-10.4 Verification Comparison Criteria and Resolution Procedures: The County reserves the right to follow whatever verification testing schedule the Engineer or his representative deem necessary for the project and is not bound by the frequency suggested by FDOT.

121-3 Mix Design: Modify this section to require submittal of a signed and sealed mix design for the County's files.

125-8.1.1 General Requirements for Structures and Pipe: Modify the lot definition Lot is defined as one lift of backfill material placement, not to exceed 500 feet for pipe placed *under pavement* or a single run of pipe connecting two successive structures whichever is less. *For pipe installations outside of pavement a lot is defined as one lift of backfill material placement, not to exceed 1000 feet. In both cases,* backfill around structures compacted separately from pipes will be considered a separate lot

125-8.1.6: Placement and Compaction Modify to indicate performance verification testing may be done by the county.

125-8.3.3.1 Compaction – Lowest Zone: Revise this section to read Compact soil in the lowest zone and bedding to match contiguous in situ density.

125-8.3.4 Backfill under Wet Conditions: Delete the sentence: Leon County will pay for any select material which is not available from the grading as Unforeseeable Work.

125-9.1.1 Reduced Testing Frequency: Delete this section.

125-9.3.1 Frequency: Add that Verification test is at the discretion of the County. Specify that the Quality control frequency is for under pavement. A lesser frequency for work done outside the pavement may be added onto the project specific plans. If no reduction of frequency is included in the project plans, then this testing frequency applies for all project locations.

125-10 Verification Comparison Criteria and Resolution Procedures: Delete the verification and resolution test procedures, the County's independent test lab results govern the acceptance of a work product.

145-7 Verification Comparison Criteria and Resolution Procedures: Delete the comparison and resolution procedures, the County verification tests control the acceptance criteria.

160-3.2 Application and Acceptance of Stabilizing Material: Revise the wording to make the verification tests by the County discretionary.

160-4.1.4.1 Modified Proctor Maximum Density Determination: Delete the reference to the use of Random Number Generator for determination of mixing depth and modified proctor maximum density testing locations. County inspector in most cases will determine the location of the tests.

160-4.4.1 Frequency: Modify the testing frequency for non FDOT Roadways for Stabilization provided by the Contractor. Verification tests shall be at the discretion of Leon County. These values represent in most cases a 50% reduction of contractor provided testing frequency required by FDOT.

Test Name	Quality Control	Verification
Modified Proctor Maximum Density	One per four consecutive LOTs	At County discretion
Density	One per two LOTs	At County discretion
Stabilizing Mixing Depth	One per 500 feet	At County discretion
LBR	One per four consecutive LOTs	At County discretion
Gradation, LL/PI & Soil Classification	Not required	At County discretion

160-4.5.2 Modified Proctor Maximum Density Determination and 160-4.5.3 Density Testing: Verification tests are done at the discretion of the County and as is the acceptance of the test results.

160-4.5.7 Mixing Depth: Delete the reference to the use of Random Number Generator for determination of mixing depth and modified proctor maximum density testing locations. County inspector in most cases will determine the location of the tests.

200-5.2 Number of Courses: The County may elect to utilize different verification testing for the determination of the acceptability of base course installation in thicker than 6” lifts.

200-7.2.2 Frequency: Modify the testing frequency for non FDOT Roadways for Base Course installation provided by the Contractor. Verification tests shall be at the discretion of Leon County. These values represent in most cases a 50% reduction of contractor provided testing frequency required by FDOT.

Mainline Pavement Lanes, Turn Lanes, Ramps, Parking Lots, Concrete Culverts and Retaining Wall Systems

Test Name	Quality Control-Contractor	Verification - County
Modified Proctor Maximum Density	One per 16 consecutive LOTs	At County discretion
Density	One per two LOT	At County discretion
Roadway Surface	Five per LOT	At County discretion
Roadway Thickness	2 per LOT	At County discretion

Shoulder - Only, Bike/Shared Use Path and Sidewalk Construction

Test Name	Quality Control- Contractor	Verification – County
Modified Proctor Maximum	One per four LOTs	At County discretion

Density		
Density	One per two LOTs	At County discretion
Surface	Two per 500 feet	At County discretion
Thickness	1 per 1000 consecutive feet	At County discretion

200-7.3.1 Quality Control Testing: Modify this section to require the retention of the samples until the County accepts the test results provided by the contractor.

200-7.3.1.2 Depth and Surface Testing Requirements: Delete the reference to the use of Random Number Generator for determination of depth and surface testing locations. County inspector in most cases will determine the location of the tests. Delete the requirement for entering data into the Department’s database.

200-7.3.1.3 Surface & Thickness Reduced Testing Frequency: Delete this section as the testing frequencies have already been reduced.

200-7.3.2 County Verification Tests: This section shall be modified to delete the requirements for verification testing and replace with: All verification testing shall be done at the sole discretion of the County.

234-9 Method of Measurement: Delete the certification of quantities data information that does not pertain to the County pay request format.

327-1 Milling of Existing Pavement Description: Revise to state: unless the County specifically designates the desire to take ownership of the milled material on the project plans, the contractor shall take ownership of milled material.

327-3.2 Quality Control Requirements: The County Inspector will work with the Contractor to assure compliance with milling cross slope and other construction parameters.

334-2.3.1 Reclaimed Asphalt Pavement Material (RAP) General Requirements: The generic substitution of County for Department does not apply to this section. The use of RAP from a FDOT approved stockpile or RAP that has an FDOT furnished Pavement Composition Data Sheet shall remain the Florida Department of Transportation.

334-2.3.4 Pavement Coring Report: The County does not maintain a Pavement Coring Report. This may apply for federal aid roadways.

334-3.2.1 Mix Design General: Delete section and replace with Contractor shall certify adherence to FDOT standard mix design.

334-5 Acceptance of the Mixture: Delete all references to adjustment pay factors. The pay factor shall be considered a 1.0 for acceptable work. County shall have the discretion on its independent or verification testing.

334-5.1.1 Sampling and Testing Requirements: The verification testing shall be at the discretion of the County.

334-5.1.2 Acceptance Testing Exceptions: Unless stated in the project plans, a LOT will be considered 2000 tons.

337-4 Mix Design-FC-5: Revise to require the contractor provide a signed and sealed FC-5 mix design if used.

337-12 Basis of Payment: Pay factors are 1.0

338 Value Added Asphalt Pavement: This section is deleted in its entirety. (Note if the County wants to have this as an option then a dispute resolution system and pavement evaluation criteria needs to be developed or adopted.)

346-2.4 Coarse Aggregate Gradation: Retain the requirement that the aggregate sources must be approved by the Department- meaning FDOT.

346-7.7 Sample Location: Sampling locations must receive approval from the County inspector prior to the taking of the samples. Delete the comparative sampling requirements

346-9.1 Acceptance Sampling and Testing General: Samples shall be taken as directed by the County inspector, not in accordance with a random number generator. The County will provide independent testing of the contractors test samples at its discretion. If the County does independent testing, it shall cast one additional cylinder and hold it for possible future evaluation if required. Delete the requirement for inputting the compressive strength into the sample tracking database within 24 hours. Contractor's lab shall coordinate, if required, with the County's independent lab for results comparisons.

352-2 Equipment: Identification of equipment to be used in grinding concrete is required.

352-8 Basis of Payment: The County does not adjust the contract unit prices.

355 Value Added Portland Cement Concrete Pavement: Delete this section in its entirety.

400 Concrete Structures: precast products must be from a plant that is currently on the Department's Production Facility Listing.

410 Precast Concrete Box Culvert: Box Culverts shall be obtained from a plant that is currently on the Department's Production Facility Listing. Proof of said approval must be provided to the county with the shop drawings.

413 Sealing Cracks and Concrete Structure Surfaces: In the event that the FDOT specification and manufacturers recommendations conflict, it shall be the County's Engineer decision as to which specification governs.

430 Pipe Culverts: All pipes shall be provided from a producer on the Department's Production Facility Listing. Evidence of the suppliers meeting this standard shall be provided with the shop drawing submittal to the county.

430-3.2 Side Drains: The Department's Drainage Manual and Culvert Service Life Estimator shall remain as the Department's Drainage Manual and Culvert Service Life Estimator

430-12.9 Railroad Requirements: Add: The contractor is expected to schedule its work to minimize its time within the railroad right of way for work requiring a flagman or watchman.

431-4.8 Bursting: The County may designate pipe bursting for pipes with minimal laterals if deemed appropriate.

449 Precast Concrete Drainage Products: All precast drainage products shall be provided from a producer on the Department's Production Facility Listing. Evidence of the suppliers meeting this standard shall be provided with the shop drawing submittal to the county.

515 Metal Pedestrian/Bicycle Railings, Guiderails, and Handrails: All products shall be provided from a producer on the Department's Production Facility Listing.

530 Revetment Systems: Add the requirement that the engineer of record must verify the size of riprap needed for the particular application.

603-2.1 General: All products must be on the FDOT list and must meet the current County controller hardware and software for full compatibility and integration with the existing operations

611-2.3.1 Submittal Requirements: The as-built drawings submittal should be signed and sealed paper copies. Drawings in electronic format is also required.

649-4.3 Painting: Factory painting of mast arms and monotubes is required for all County installations. Paint shall be the County Standardized brown. Provide products from a fabricator on the Department's list of Prequalified Fabricators of Painted Galvanized Steel Strain Poles, Mast Arms and Monotube Assemblies.

670-2 Traffic Controller Assembly Materials: Modify this section to add Specific Controller assemblies must be compatible with County installations and actual controller selection is based on

project specific criteria provided on the project plans.

710-8 Corrections for Deficiencies to Applied Painted Pavement Markings: Revise this section to: Reapply a .25-mile section centered around any deficiency, at no additional cost to the County.

711-2 Materials and 713-2 Materials: The County may take random samples of the material at its discretion.

924-1 Admixtures for Concrete: Add: The County Engineer or his designee must approve the use of admixtures.

949 Miscellaneous Components for Manholes, Inlets and Other Structures: Revise to restrict the use of brick for riser adjustment and repairs, not new structures.

972-1 Recycled Plastic Products: Modify to include: The usage of these products is restricted unless specifically noted on the project plans.

981-1 Turf Materials General: Add: The Contractor must reinstall sod matching the type removed. If a conflict arises between the contractor and the property owner regarding replacement sod, the property owner's claim shall prevail unless the contractor provides evidence of preconstruction sod type.

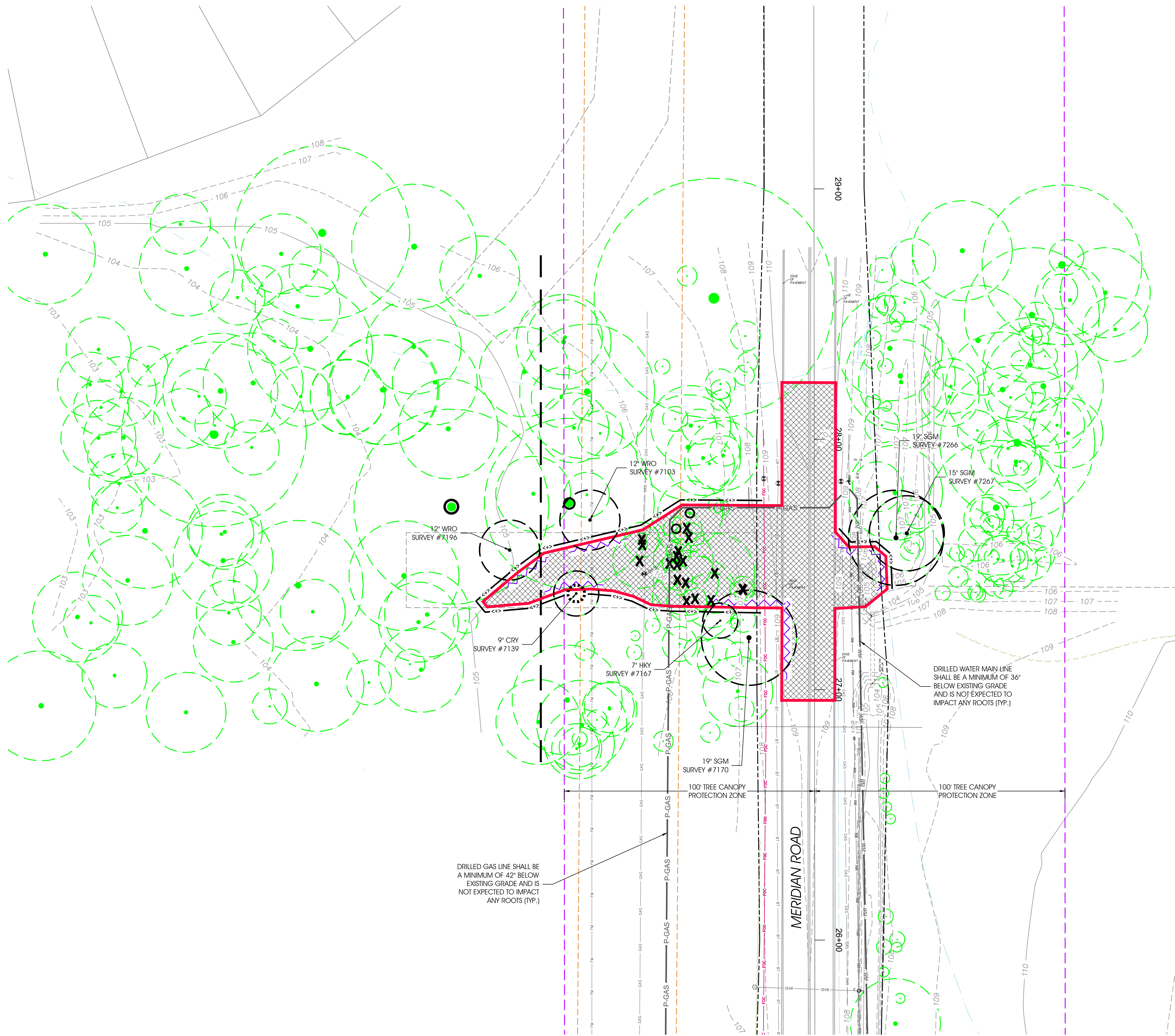
ATTACHMENTS

Attachment B	Arborist Mitigation Plan
Attachment C	Report of Geotechnical Investigation by Environmental and Geotechnical Specialists, Inc. (EGS), dated June 2018
Attachment D	Florida Gas Transmission (FGT) Encroachment Agreement 2019
Attachment E	Environmental Resource Permit GEN-073-289742-1
Attachment F	Utility Work Schedule – Water (by addendum)
Attachment G	Utility Work Schedule – Gas (by addendum)

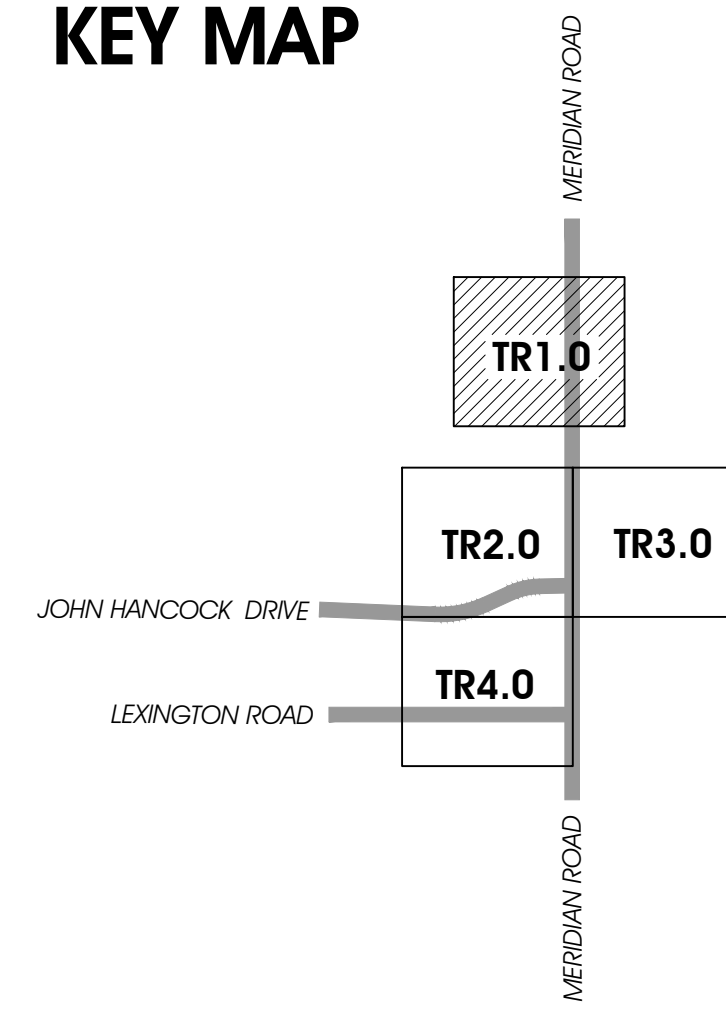


Attachment B

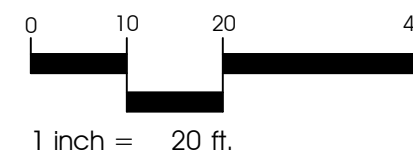
Arborist Mitigation Plan



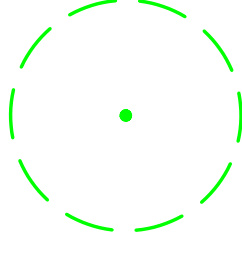
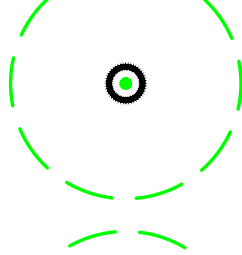
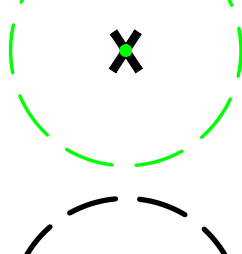
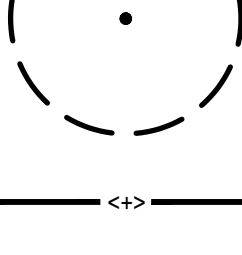



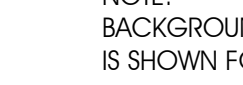
KEY MAP



GRAPHIC SCALE



LEGEND

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-  DEAD OR MISSING TREE SHOWN FOR REFERENCE ONLY (TYP.)
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-  PROPOSED TREE PROTECTION BARRICADE (PER DETAIL)
-  PROPOSED SPECIAL TREE PROTECTION (PER DETAIL)
-  PROPOSED ROOT PRUNING (PER DETAIL)
-  PROPOSED EXCAVATION AREA FOR SITE IMPROVEMENTS

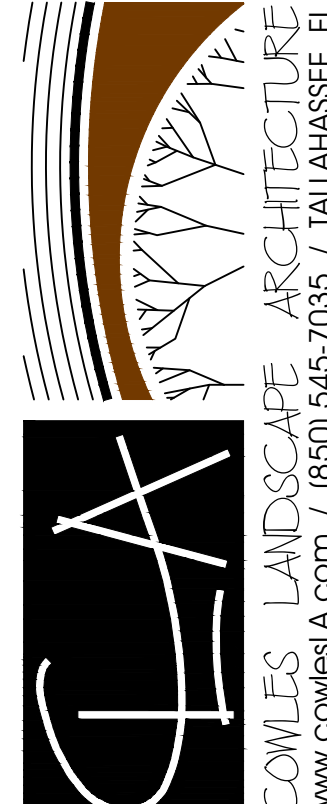
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REVISIONS

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CLIENT NAME STANTEC

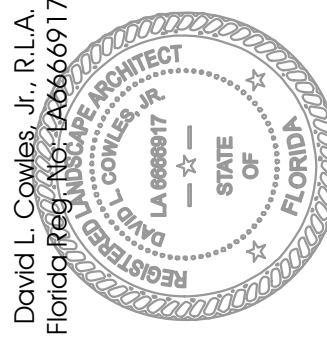
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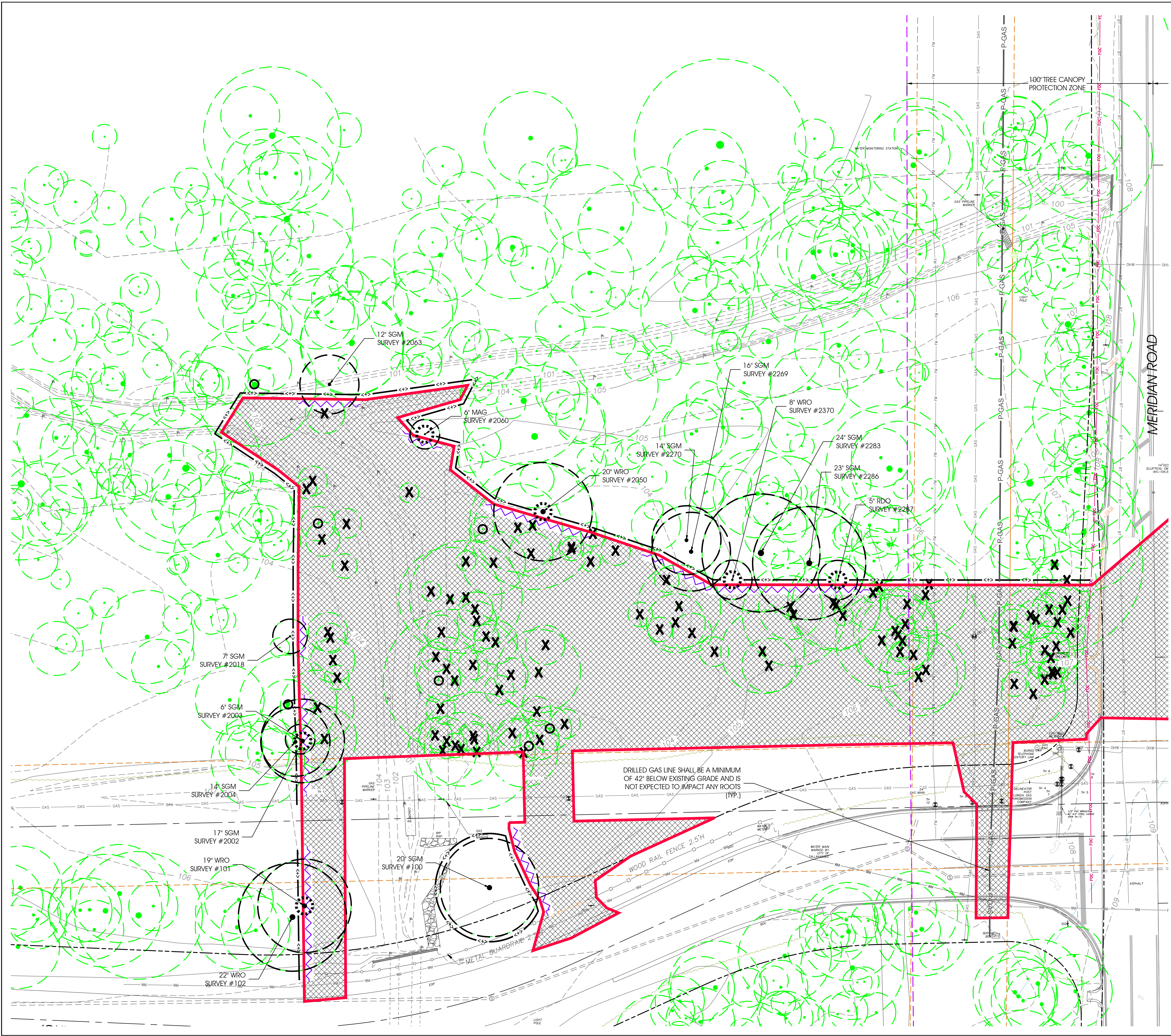
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David L. Cowles, Jr., R.L.A.
Florida Reg. No. 126666017

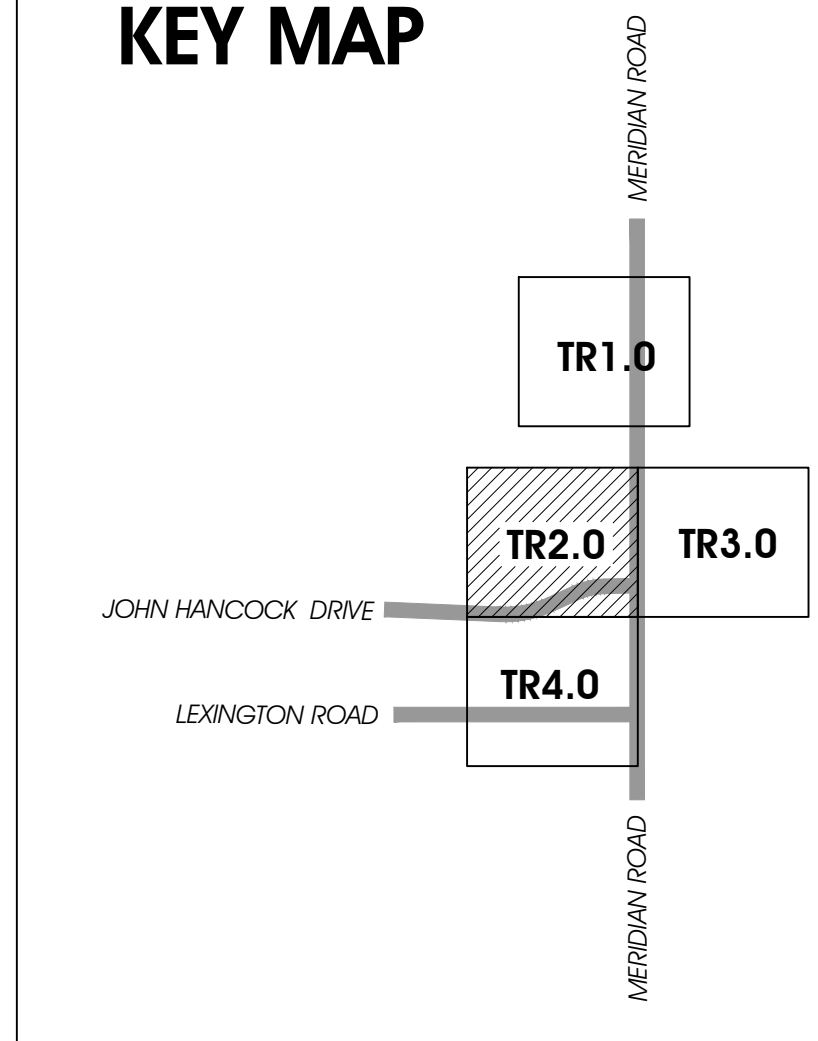


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**ARBORIST EXHIBIT
TREE LOCATION
MAP**

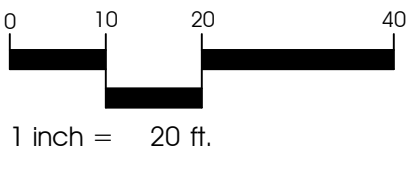
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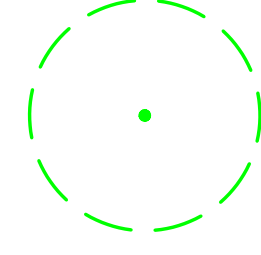
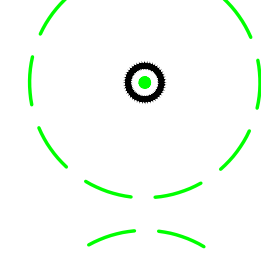
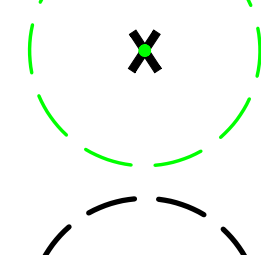
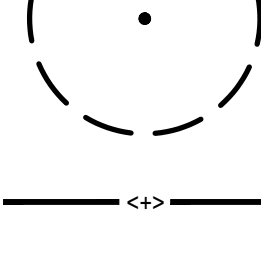



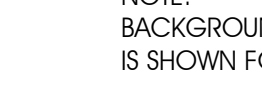
KEY MAP



GRAPHIC SCALE



LEGEND

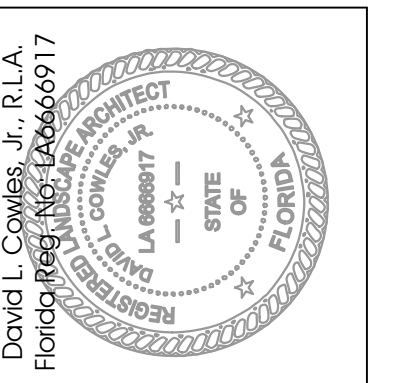
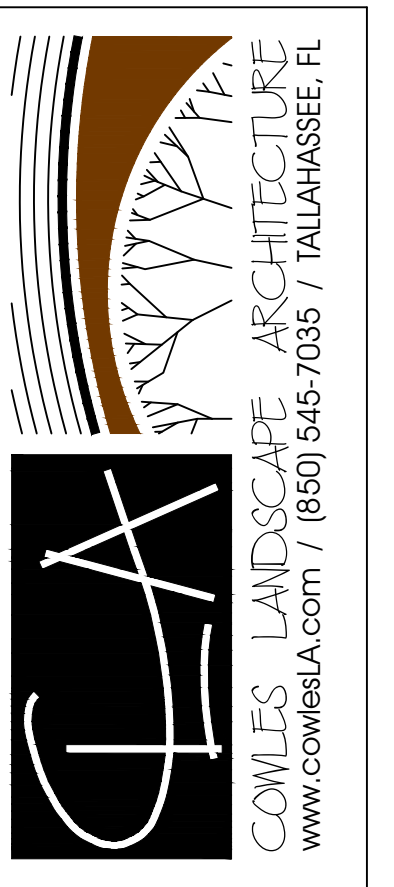
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REVISIONS

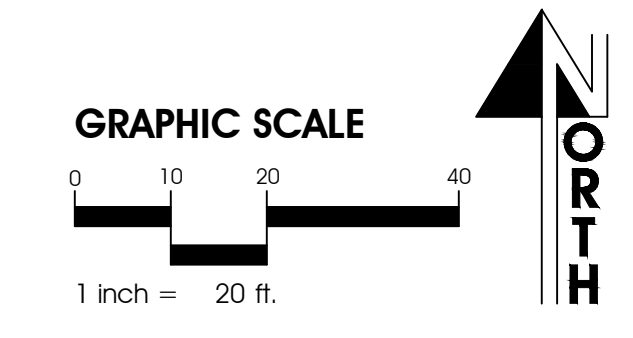
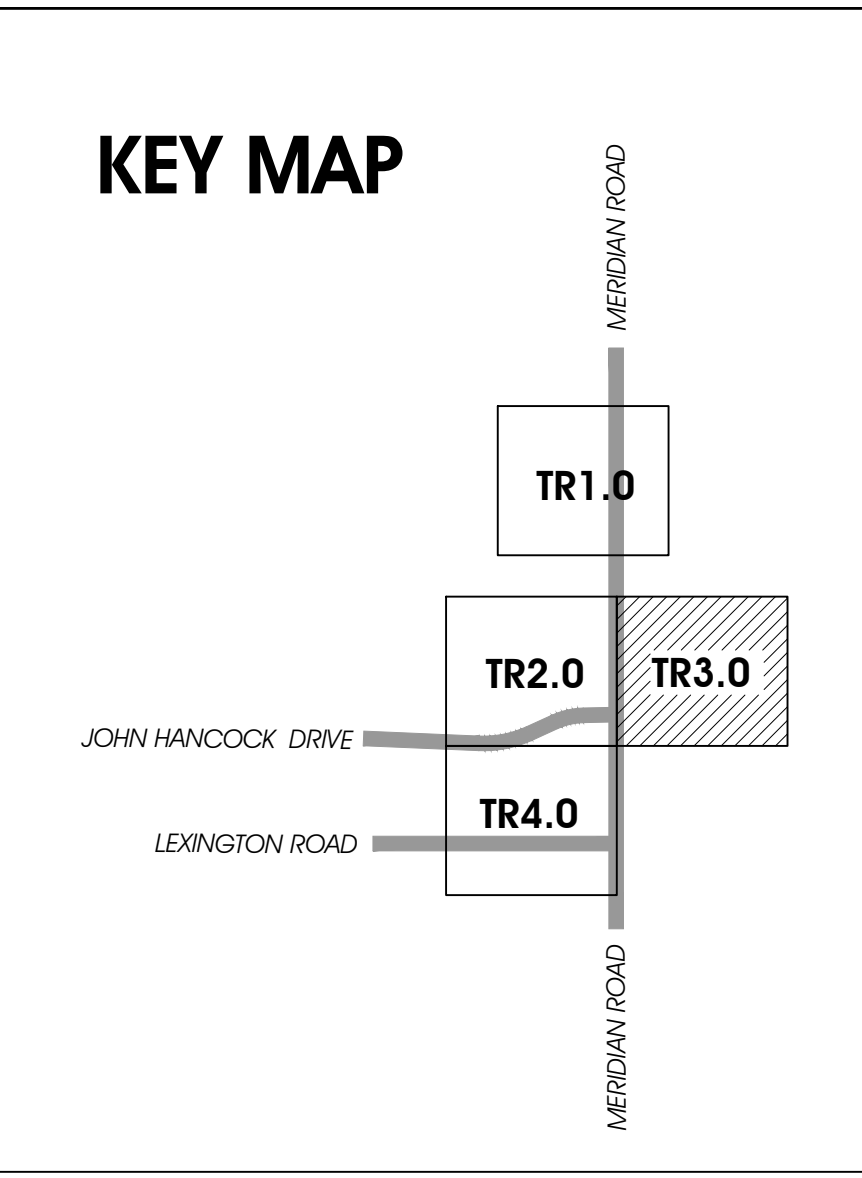
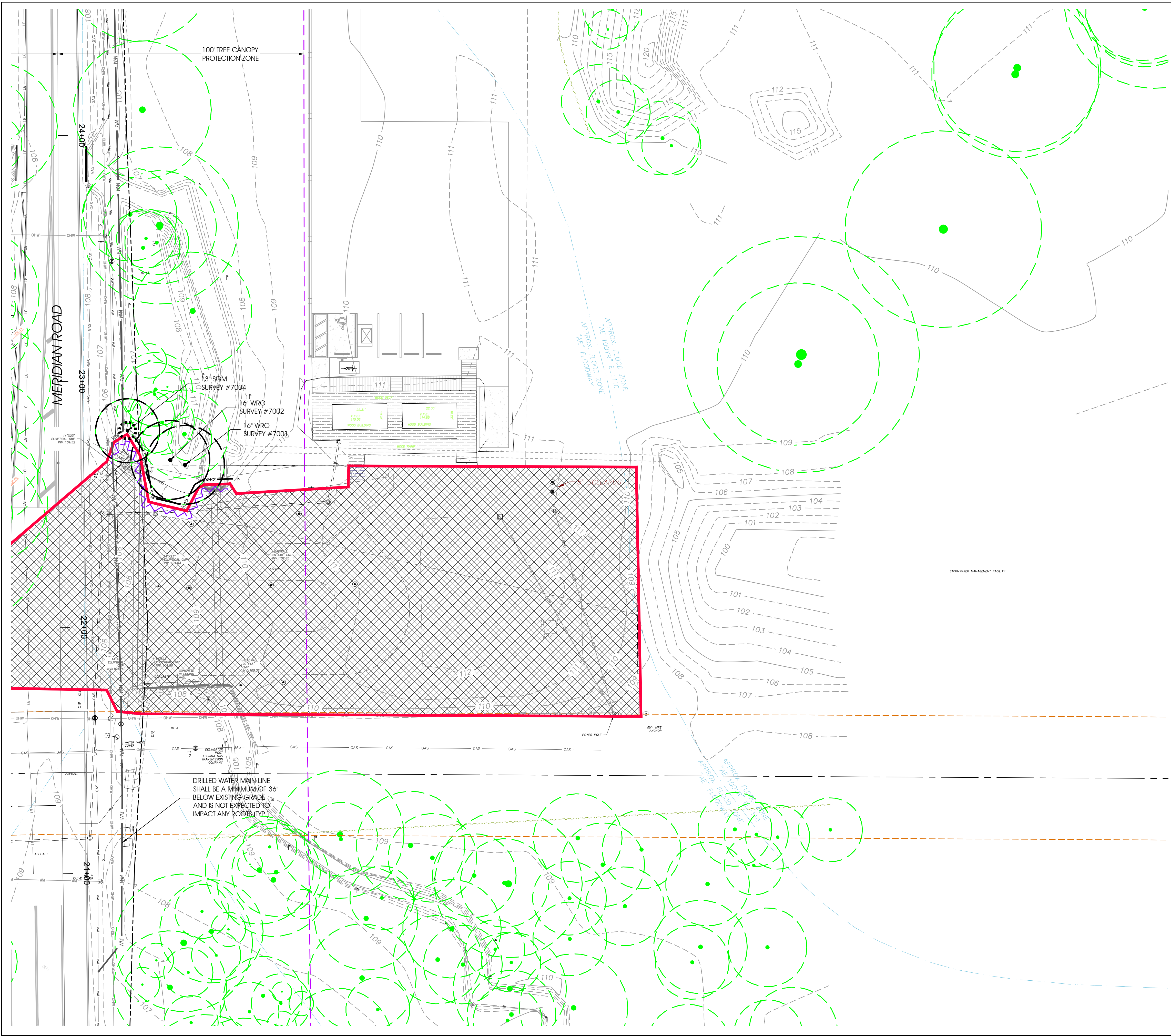
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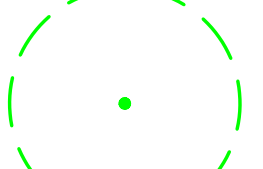
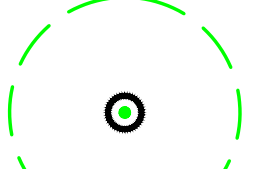
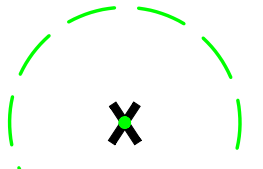

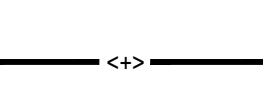





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**ARBORIST EXHIBIT
TREE LOCATION
MAP**

SHEET
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LEGEND

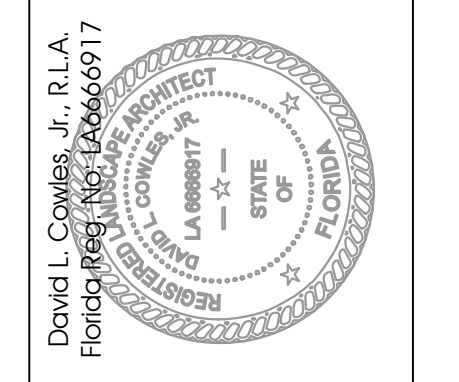
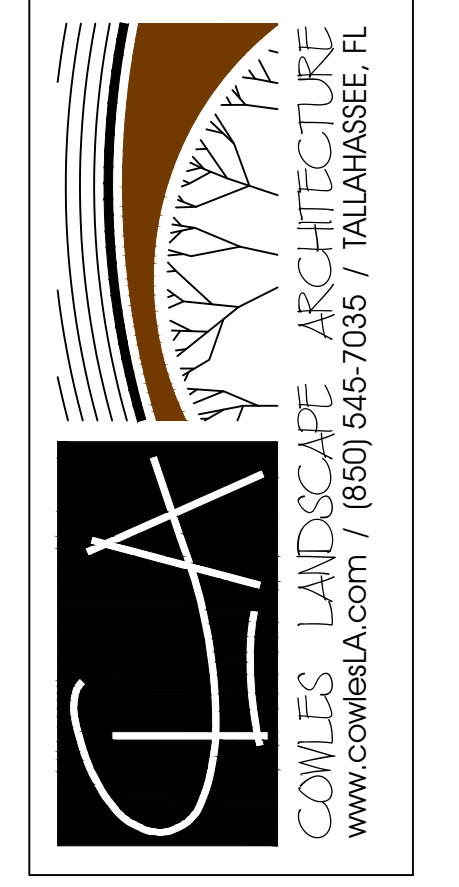
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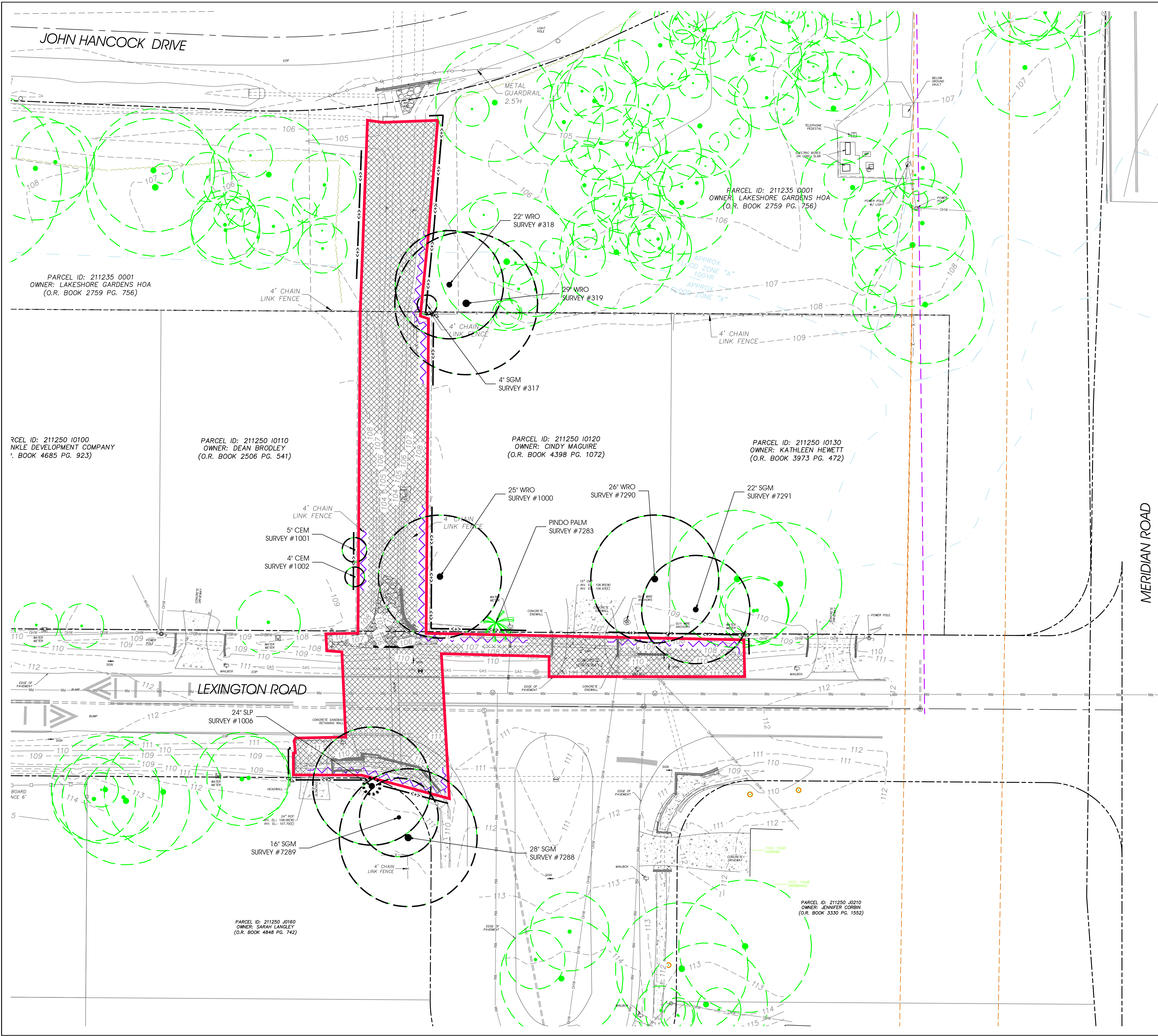
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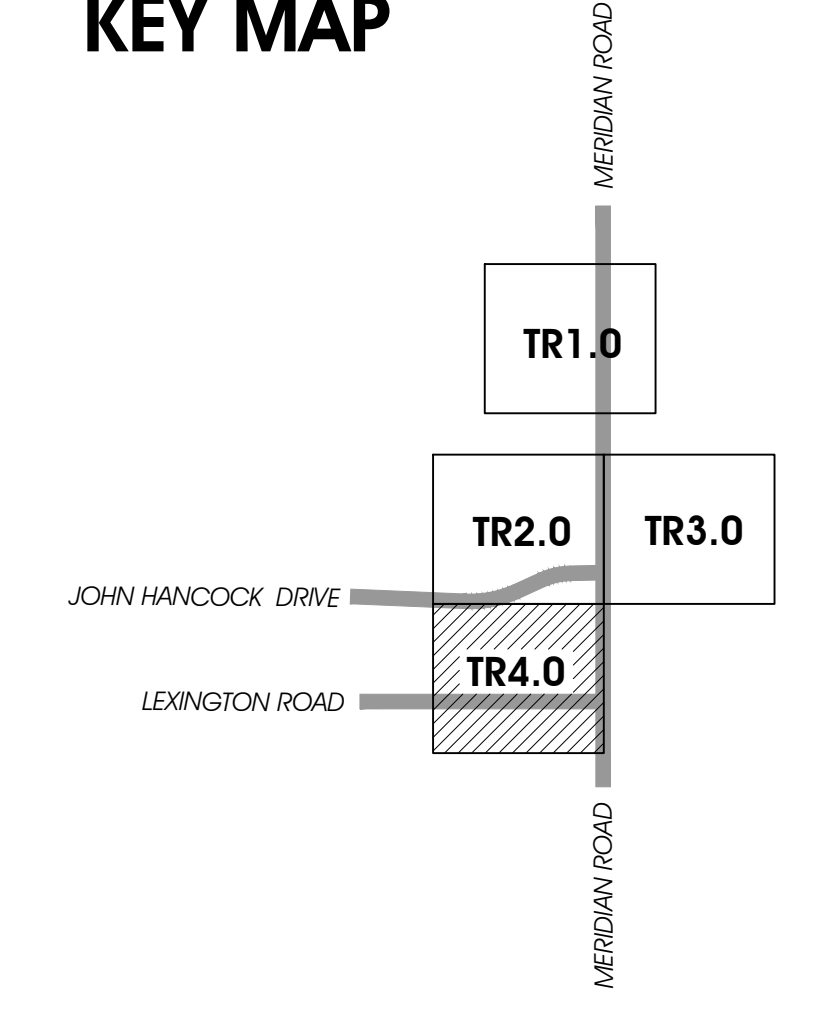


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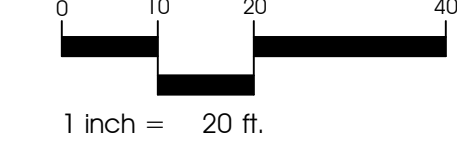
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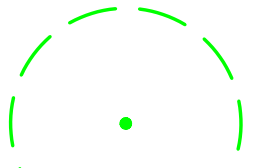
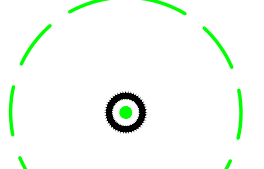
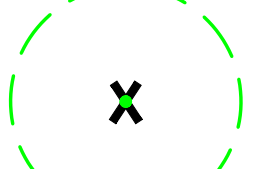
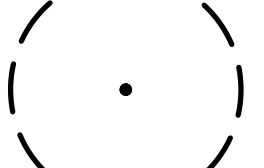
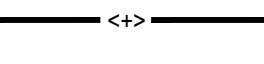



KEY MAP



GRAPHIC SCALE



LEGEND

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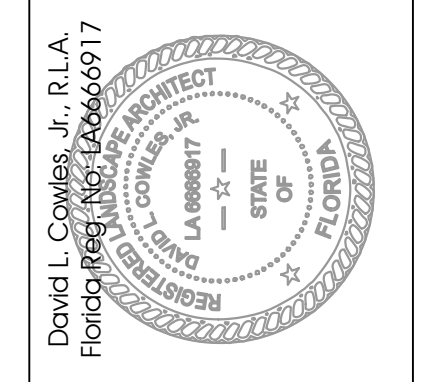
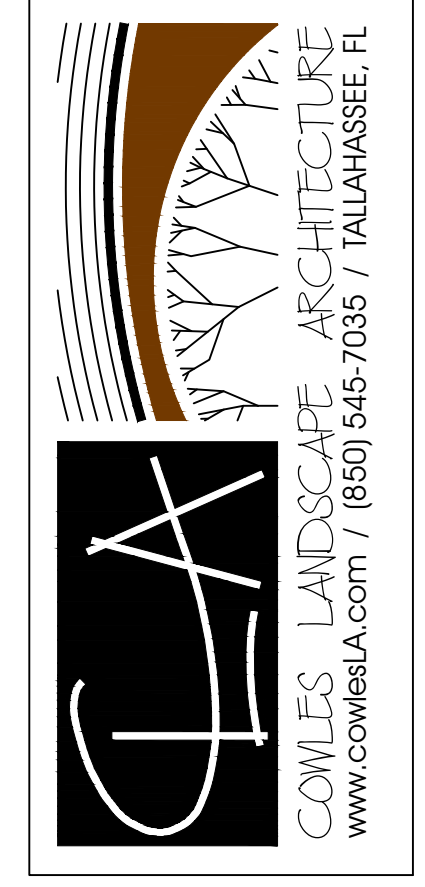
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CLIENT NAME
STANTEC

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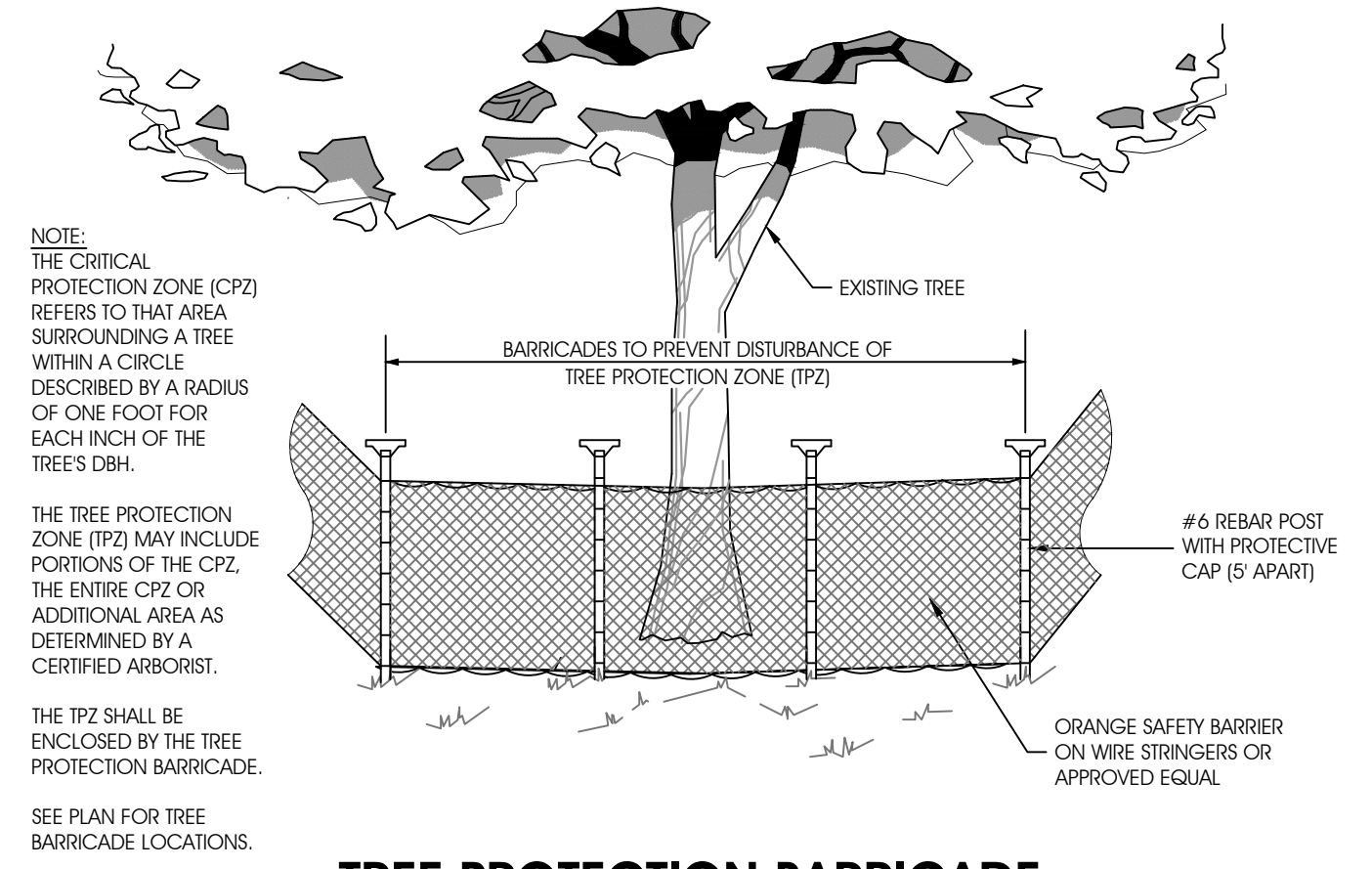
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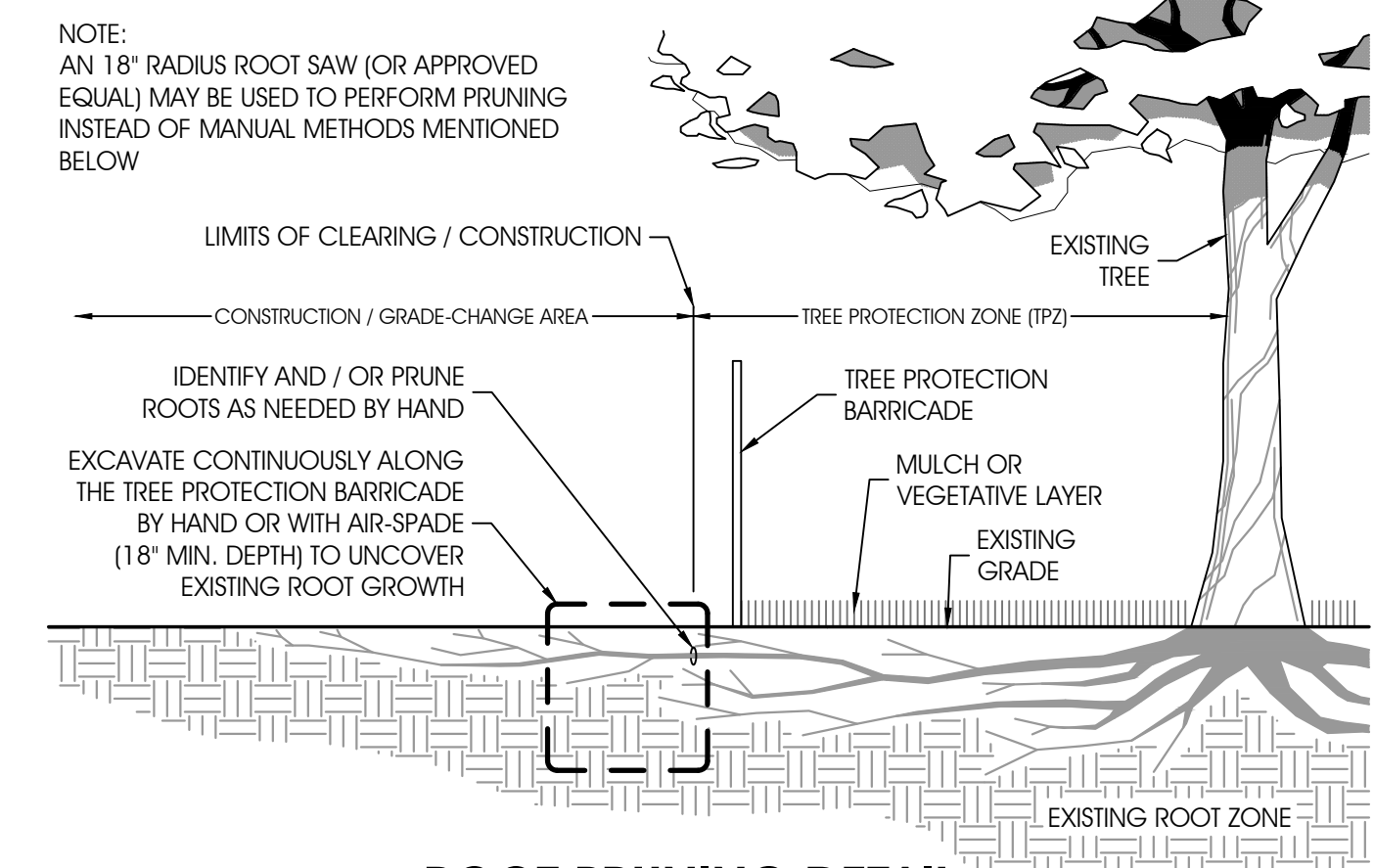


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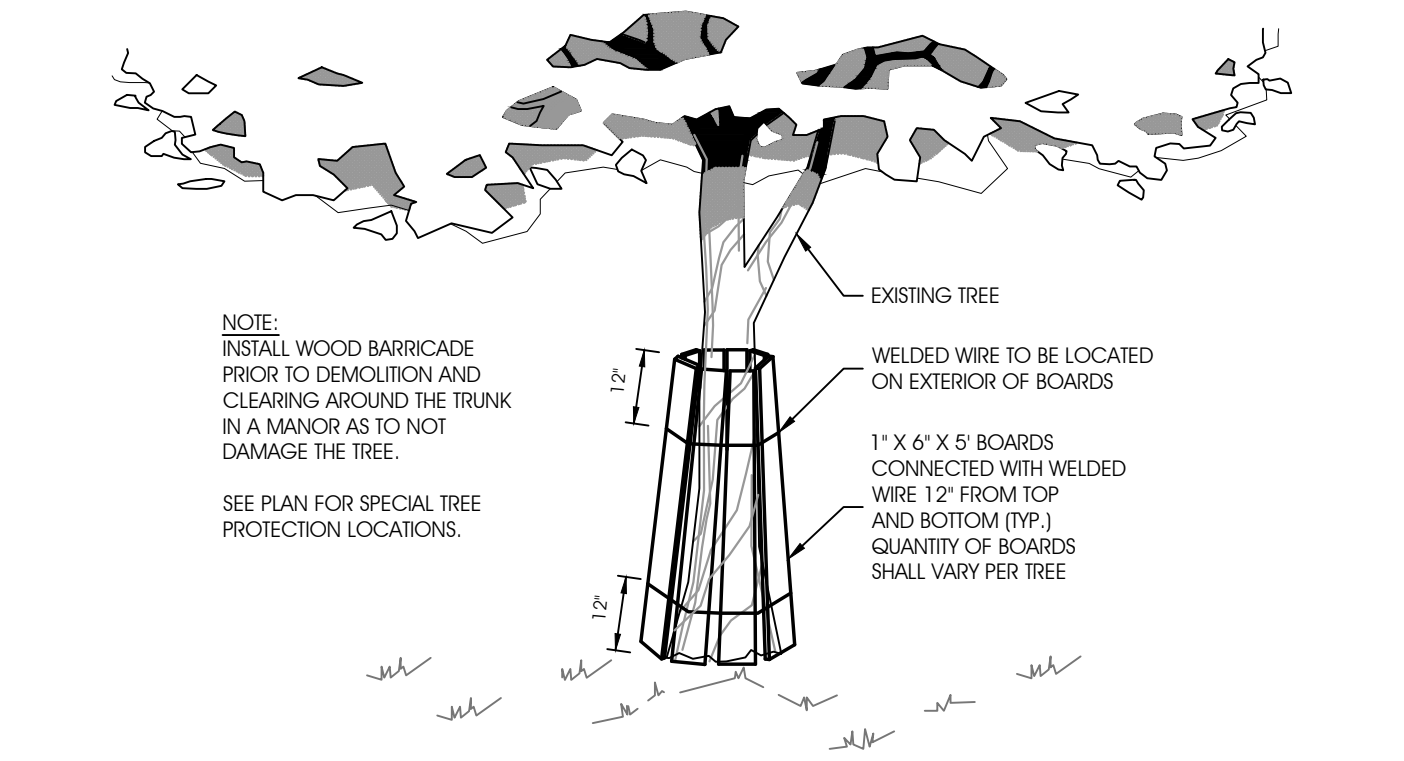
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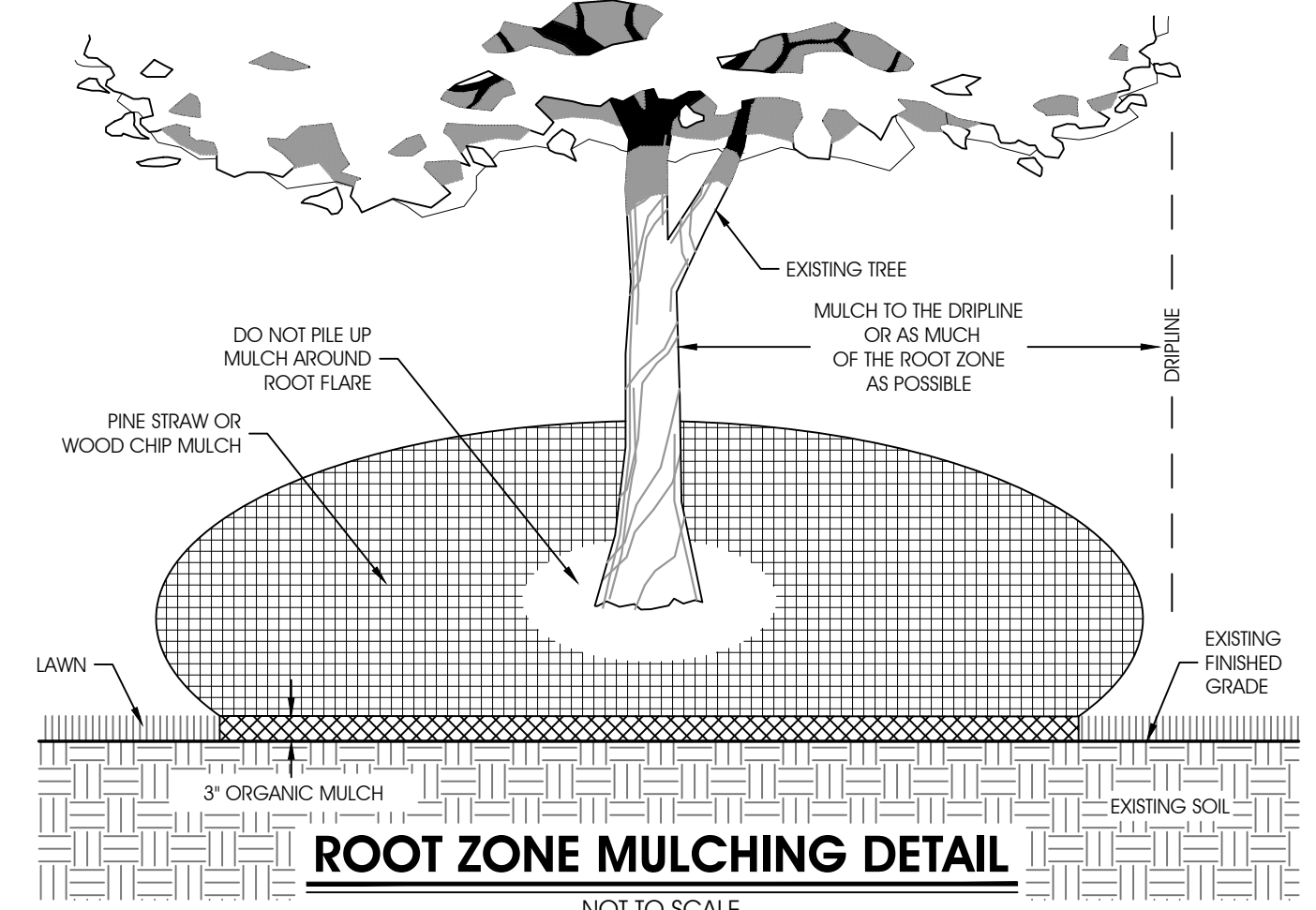
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ROOT PRUNING DETAIL
NOT TO SCALE



SPECIAL TREE PROTECTION
NOT TO SCALE



ROOT ZONE MULCHING DETAIL
NOT TO SCALE

SUBJECT TREE LIST

SURVEY #100	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	20'	D.B.H.
SURVEY #101	WATER OAK	(QUERCUS NIGRA)	19'	D.B.H.
SURVEY #102	WATER OAK	(QUERCUS NIGRA)	22'	D.B.H.
SURVEY #317	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	4'	D.B.H.
SURVEY #318	WATER OAK	(QUERCUS NIGRA)	22'	D.B.H.
SURVEY #319	WATER OAK	(QUERCUS NIGRA)	29'	D.B.H.
SURVEY #1000	WATER OAK	(QUERCUS NIGRA)	25'	D.B.H.
SURVEY #1001	CRAPE MYRTLE	(LAGERSTROEMIA INDICA)	5'	D.B.H.
SURVEY #1002	CRAPE MYRTLE	(LAGERSTROEMIA INDICA)	4'	D.B.H.
SURVEY #1006	SHORTLEAF PINE	(PINUS ECHINATA)	24'	D.B.H.
SURVEY #2002	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	17'	D.B.H.
SURVEY #2003	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	6'	D.B.H.
SURVEY #2004	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	14'	D.B.H.
SURVEY #2018	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	7'	D.B.H.
SURVEY #2050	WATER OAK	(QUERCUS NIGRA)	20'	D.B.H.
SURVEY #2060	MAGNOLIA	(MAGNOLIA GRANDIFLORA)	6'	D.B.H.
SURVEY #2063	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	12'	D.B.H.
SURVEY #2269	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	16'	D.B.H.
SURVEY #2270	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	14'	D.B.H.
SURVEY #2283	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	24'	D.B.H.
SURVEY #2286	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	23'	D.B.H.
SURVEY #2287	RED OAK	(QUERCUS FALCATA)	5'	D.B.H.
SURVEY #2370	WATER OAK	(QUERCUS NIGRA)	8'	D.B.H.
SURVEY #7001	WATER OAK	(QUERCUS NIGRA)	16'	D.B.H.
SURVEY #7002	WATER OAK	(QUERCUS NIGRA)	16'	D.B.H.
SURVEY #7004	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	13'	D.B.H.
SURVEY #7103	WATER OAK	(QUERCUS NIGRA)	12'	D.B.H.
SURVEY #7139	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	9'	D.B.H.
SURVEY #7170	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	19'	D.B.H.
SURVEY #7167	HICKORY	(CARYA GLABRA)	7'	D.B.H.
SURVEY #7196	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	12'	D.B.H.
SURVEY #7266	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	19'	D.B.H.
SURVEY #7267	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	15'	D.B.H.
SURVEY #7288	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	28'	D.B.H.
SURVEY #7289	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	16'	D.B.H.
SURVEY #7290	WATER OAK	(QUERCUS NIGRA)	26'	D.B.H.
SURVEY #7291	SWEETGUM	(LIQUIDAMBAR STYRACIFLUA)	22'	D.B.H.

ARBORIST REPORT

INTRODUCTION
STORMWATER IMPROVEMENTS ARE PROPOSED WITHIN PORTIONS OF MERIDIAN ROAD, JOHN HANCOCK DRIVE AND LEXINGTON ROAD. IT IS ANTICIPATED THAT TRENCHING / EXCAVATION FOR THIS PROJECT WILL IMPACT APPROXIMATELY 37 PROTECTED TREES. THE SUBJECT TREES ARE INSIDE AND OUTSIDE OF THE CANOPY ROAD PROTECTION ZONE (CRPZ). AN ARBORIST INSPECTION WAS PERFORMED ON MAY 31, 2019 TO IDENTIFY AND EVALUATE EXISTING CONDITIONS OF THE SITE. SPECIFIC MITIGATION WORK (INCLUDING TREE PROTECTION) IS PROPOSED BELOW FOR THE TREES ASSOCIATED WITH THE PROPOSED CONSTRUCTION. SHORT-TERM AND LONG-TERM EFFECTS ARE CONSIDERATIONS OF THE PROPOSED MITIGATION - INTENDED TO PROTECT AND ENHANCE THE HEALTH OF THE TREES, AS WELL AS REDUCE STRESS FROM THE PROPOSED IMPACTS.

SEE THE SUBJECT TREE LIST FOR SPECIFIC SPECIES / SIZES. REFER TO THE ARBORIST EXHIBIT TREE LOCATION MAPS FOR GRAPHIC LOCATIONS.

ASSESSMENT
THE TREES LISTED ABOVE REPRESENT THOSE WITH A CRITICAL PROTECTION ZONE (CPZ) IN OR NEAR THE PROPOSED UTILITY WORK EXCAVATION (AS INDICATED ON THE CIVIL PLANS.) THESE TREES VARY IN HEALTH AND AESTHETIC VALUE. THE TREES ARE A MIX OF NATURALLY-OCCURRING (OR SELF-SEEDED) AND PLANTED AS PART OF THE RESIDENTIAL COMMUNITY, AND HAVE ESTABLISHED AROUND ROADWAYS, STRUCTURES, WALLS, DRIVEWAYS, SIDEWALKS, FENCING, UTILITIES, ETC. MOST OF THE TREES ARE LOCATED IN VARIOUS DEGREES OF GROWTH-LIMITING CONDITIONS SUCH AS DENSE ADJACENT VEGETATION, IMPERVIOUS SURFACES, ROOT OBSTRUCTIONS AND UTILITY (UNDERGROUND AND ABOVEGROUND) CONFLICTS. THE TREES GENERALLY APPEAR TO RECEIVE MINIMAL MAINTENANCE (PRUNING, FERTILIZER, WATER) AND DO NOT SHOW SIGNIFICANT SIGNS OF NUTRIENT DEFICIENCIES.

IT IS EXPECTED THAT ROOT GROWTH IN THE R.O.W. (RIGHT OF WAY) WAS DISCOURAGED BY THE PRESENCE OF PRE-EXISTING PAVEMENT AND DRAINAGE DITCHES. HOWEVER, THERE STILL MAY BE ROOTS EXISTING UNDER THE ROADWAY BASE, ESPECIALLY WITH SOME OF THE LARGER, MORE MATURE TREES.

THE TREES ARE IN GOOD OR AVERAGE HEALTH / STRUCTURE CONTAINING NORMAL AMOUNTS OF THE FOLLOWING DEFECTS: CO-DOMINATE TRUNKS / BRANCHING, POOR TAPER, DEAD STUBS, WOUNDS, BRANCH DIEBACK AND WATER-SPROUT GROWTH. THESE TREES ARE WORTHY OF PROTECTION AND MITIGATION. THE MAIN VALUE OF THE TREES ARE SHADING, BUFFERING AND WILDLIFE HABITAT. PERFORM TREE PROTECTION / MITIGATION WORK AS NOTED IN THIS REPORT AND SHOWN ON THE ARBORIST EXHIBIT TREE LOCATION MAP.

TREE PROTECTION
PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL INSTALL TREE PROTECTION BARRICADES. CONSTRUCTION ACTIVITY SHALL ONLY OCCUR WITHIN THE DESIGNATED LIMITS OF CLEARING.

THE TREE PROTECTION ZONE (TPZ) IS A ROOT PRESERVATION AREA, INCLUDING BUT NOT LIMITED TO THE BARRICADED PORTION. THERE SHALL BE NO ADDITIONAL SOIL COMPACTION WITHIN THE TPZ. THIS NOTE SHALL BE STRICTLY ENFORCED BY ONSITE CONSTRUCTION SUPERVISORS. THE FOLLOWING ACTIVITIES SHOULD NOT BE ALLOWED WITHIN THE TPZ UNLESS SPECIAL ACCOMMODATIONS ARE MADE BY A CERTIFIED ARBORIST: DRIVING; PARKING; DUMPING MATERIALS; DUMPING WASTE; CONCRETE WASHOUT; PAINT WASHOUT AND PAINT BRUSH RINSING; ADDING FILL SOIL; TRENCHING (UNAPPROVED); REMOVING SOIL; GRUBBING.

IN CIRCUMSTANCES WHERE HEAVY EQUIPMENT WILL BE RUNNING UNDER A TREE CANOPY (IN AREAS NOT PAVED), TEMPORARY METHODS TO DISTRIBUTE THIS WEIGHT (SUCH AS PLYWOOD OR COMBINATION OF PLYWOOD AND MULCH) SHALL BE USED.

THE TPZ FENCE (TREE PROTECTION BARRICADE) SHALL BE OF A 4-FOOT HIGH FLEXIBLE MESH FABRIC HUNG FROM A WIRE STRINGER ATTACHED SECURELY TO POSTS MADE OF #6 REBAR WITH PROTECTIVE CAPS THAT ARE SPACED AT 5-FOOT CENTERS (OR APPROVED EQUAL). THE SMALLER DIAMETER POSTS WILL BE LESS INTRUSIVE TO THE ROOTS OF THE PROTECTED TREE. REFER TO THE TREE PROTECTION BARRICADE DETAIL FOR MORE INFORMATION.

SPECIAL TREE PROTECTION SHALL BE INSTALLED ON SELECTED TREES TO PROTECT THE TRUNK THROUGHOUT THE CONSTRUCTION PERIOD. REFER TO THE SPECIAL TREE PROTECTION DETAIL FOR MORE INFORMATION.

MITIGATION
ALL REQUIRED MITIGATION MUST BE PERFORMED, OR DIRECTLY SUPERVISED, BY A CERTIFIED ARBORIST.

CANOPY PRUNING AND CROWN CLEARING SHALL BE PERFORMED (FOR MITIGATED TREES WITHIN THE RIGHT-OF-WAY) IN ACCORDANCE WITH THE CURRENTLY ADOPTED ANSI A300 STANDARDS. PRUNING AND CROWN CLEARING SHALL CONSIST OF THE REMOVAL OF ALL DEADWOOD, DISEASED BRANCHES, STUBBED BRANCHES, WATER SPROUTS, CROSSING/RUBBING BRANCHES AND DEFECTS DOWN TO A 1" DIAMETER SIZE. BRANCH COLLAR CUTS OVER EIGHT INCHES IN DIAMETER SHOULD BE AVOIDED BUT MAY BE ALLOWED TO RAISE LIMBS IN ORDER TO ACCOMMODATE CONSTRUCTION TRAFFIC, EQUIPMENT AND STRUCTURES, AS ADVISED BY A CERTIFIED ARBORIST. REMOVE HEAVY CONCENTRATIONS OF MOSS AND VINES THAT COMPETE WITH CROWN FOLIAGE. NO MORE THAN 1/3 OF THE CANOPY OF ANY TREE SHALL BE REMOVED. IF FIELD MONITORING DETERMINES THAT CANOPY PRUNING IS NEEDED FOR PRIVATELY-OWNED TREES, OWNER PERMISSION SHALL BE REQUIRED.

ROOT PRUNING WILL BE NECESSARY WHERE IMPACTS FROM EXCAVATION WILL OCCUR. PRIOR TO DAMAGING CONSTRUCTION ACTIVITIES, NECESSARY CUTS OF ALL ROOTS 2" OR GREATER IN DIAMETER THAT ARE A MINIMUM DEPTH OF 18" SHALL BE PERFORMED CLEANLY WITH SHARP CUTTING DEVICE, I.E., ROOT SAW, PRUNER, ETC. REFER TO THE ROOT PRUNING DETAIL FOR MORE INFORMATION.

DIRECTIONAL DRILLING WILL BE PERFORMED FOR INSTALLING A WATER MAIN AND GAS LINE FROM STATION 20+50 TO STATION 27+80. THE MINIMUM DEPTH FOR THIS SHALL BE 36" (TO TOP OF WATER MAIN) AND 42" (TO TOP OF GAS LINE) FROM EXISTING GRADE. SINCE THE MAJORITY OF THE ROOTS ARE TYPICALLY WITHIN AN 18" DEPTH, NO SIGNIFICANT ROOT IMPACTS ARE ANTICIPATED WHERE THE LINES ARE DRILLED. OPEN-CUTS WILL BE NEEDED FOR CONNECTIONS, WHICH IS WHERE ROOT PRUNING WOULD BE NEEDED (IF ANY).

MULCHING SHALL BE USED THROUGHOUT THE PROJECT WITHIN THE TPZ TO THE GREATEST EXTENT POSSIBLE. COVER THE TPZ WITH A 2-3" DEEP LAYER OF ORGANIC MULCH (PINE STRAW). PERPETUALLY MAINTAIN AS MUCH OF THE TPZ AS POSSIBLE WITH MULCH TO MINIMIZE COMPETITION. FOR PRIVATELY-OWNED TREES, OWNER PERMISSION SHALL BE REQUIRED BEFORE MULCHING. REFER TO THE ROOT ZONE MULCHING DETAIL FOR MORE INFORMATION.

MONITORING
DURING CONSTRUCTION, MONITORING SHALL OCCUR AS NEEDED. THE CERTIFIED ARBORIST SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND PROVIDE MONITORING REPORTS (ON-SITE INSPECTION AND REVIEW OF WORK.) THE CERTIFIED ARBORIST SHALL BE NOTIFIED FOR ANY SIGNIFICANT ACTIVITY SCHEDULED TO IMPACT THE ROOT ZONE OF A PROTECTED TREE.

- SEQUENCE**
1. PERFORM CROWN PRUNING / CROWN CLEANING AS REQUIRED.
 2. INSTALL TREE PROTECTION.
 3. PERFORM ROOT PRUNING AS REQUIRED.
 4. PERFORM ROOT ZONE MULCHING AS REQUIRED.
 5. UPON COMPLETION OF CONSTRUCTION ACTIVITY, REMOVE TREE PROTECTION.

CONCLUSION
THE TOTAL NUMBER OF TREES TO RECEIVE ARBORIST MITIGATION IS 37 - AS IDENTIFIED IN THIS REPORT. UNKNOWN FIELD CONDITIONS AND UNFORESEEN IMPACTS MAY REQUIRE AN ARBORIST RE-EVALUATION. FOR ANY TREES SCHEDULED TO REMAIN IN THIS REPORT, THE CERTIFIED ARBORIST MAY DETERMINE (DURING EXCAVATION / CONSTRUCTION) THAT ROOT IMPACTS WARRANT REMOVAL.

TREE PROTECTION METHODS MAY VARY DEPENDING ON THE EXACT NATURE OF THE CONSTRUCTION ACTIVITY - AS DIRECTED BY THE CERTIFIED ARBORIST AT A PRE-CONSTRUCTION MEETING OR DURING CONSTRUCTION.

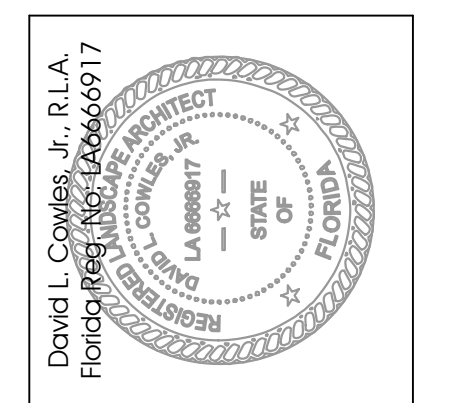
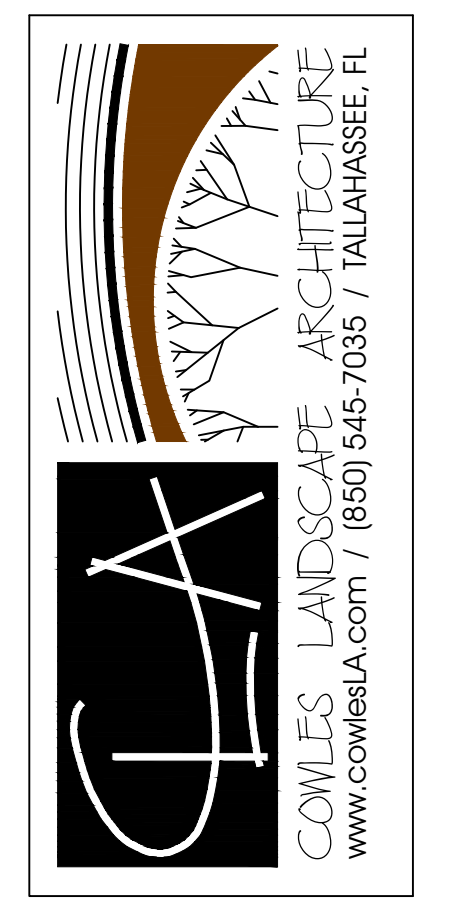
THE SUCCESSFUL IMPLEMENTATION OF THE MITIGATION PLAN IN THIS REPORT SHALL ELIMINATE THE TREE DEBITS IF ANY. THE MITIGATION PLAN SHALL PROTECT, MINIMIZE IMPACTS FROM CONSTRUCTION AND IMPROVE THE GROWING CONDITIONS OF THE TREES. THE CONTINUAL MANAGEMENT AND PROTECTION WILL BE ESSENTIAL FOR LONG-TERM SURVIVABILITY OF THESE TREES.

PROFESSIONAL CERTIFICATION
DAVID L. COWLES, JR., R.L.A.
FLORIDA REG. NO. LA6666917
ISA CERTIFIED ARBORIST # FL-5314A

REVISIONS					

PROJECT NAME	MERIDIAN ROAD DRAINAGE IMPROVEMENTS
CLIENT NAME	STANTEC
DATE:	9/23/2019
DRAWN BY:	DLG

COWLES LANDSCAPE ARCHITECTURE (CLA)
2285 TRESCOTT DRIVE
TALLAHASSEE, FL 32308
(850) 545-7035
www.cowlesLA.com



SHEET TITLE
ARBORIST REPORT & MITIGATION PLAN

SHEET
TR5.0



Attachment C

Report of Geotechnical Investigation

REPORT OF
GEOTECHNICAL INVESTIGATION
DRAINAGE IMPROVEMENTS
CR 155 (N MERIDIAN RD) AT JOHN HANCOCK DRIVE
LEON COUNTY, FLORIDA

Prepared For:

STANTEC
2316 KILLEARN CENTER BOULEVARD
SUITE 102
TALLAHASSEE, FLORIDA 32309

Prepared By:

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
104 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32301

June 2018
53-19-17-01

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

June 29, 2018

EGS File Number: 53-19-17-01

Stantec, Inc.
2316 Killearn Center Blvd
Suite 102
Tallahassee, Florida 32309

ATTN: Chris E. Brockmeier, P.E.
Principal

SUBJECT: Report of Geotechnical Investigation
Drainage Improvements
CR 155 (North Meridian Rd) at John Hancock Drive
Leon County, Florida

Dear Chris:

Environmental and Geotechnical Specialists (EGS) has completed the Geotechnical Investigation, as authorized by Stantec, for the proposed drainage improvements along North Meridian Road at John Hancock Drive in Tallahassee. This Report contains a brief summary of the subsurface investigation conducted for this Study, evaluation of the field and laboratory test data, measured groundwater levels, geotechnical recommendations, and construction considerations.

SCOPE OF SERVICES

The Scope of Services authorized by Stantec for this investigation consisted of the following:

- Installation of one (1) soil boring to a depth of 40 feet for the proposed box culvert addition;
- Installation of one (1) soil boring to a depth of 15 feet for the proposed pipe culverts;
- Installation of one (1) soil boring to a depth of 15 feet for the proposed sump area;
- Installation of one (1) soil boring to a depth of 10 feet for the proposed control structure;
- Installation of one (1) soil boring to a depth of 5 feet within the proposed parking lot area;
- Developing geotechnical recommendations, and considerations for construction of the proposed drainage improvements; and,
- Preparation of this Report.

SITE LOCATION AND CONDITIONS

The project site is located along Meridian Road approximately one-half (½) mile north of the Interstate 10 overpass, immediately north of the John Hancock Drive intersection. A Project Location Map is provided as **Figure 1**. A copy of the United States Geological Survey (USGS) Topographic Map of the project area has been included as **Figure 2**. As can be seen in **Figure 2**, the ground surface in the area generally slopes downward toward the existing channel north of John Hancock Drive. The channel flows from the southeast toward the site and continues northwest before discharging into Fords Arm of Lake Jackson. Based on EGS knowledge of the area, this site is prone to flooding after periods of heavy rain.

The area surrounding the site is mostly undeveloped and heavily wooded, with the exception of the Goodwill Donation Center and abandon Gas Station northeast of the intersection. A cleared lot exists north of the Goodwill, which appears to be maintained with little vegetation. Photographs taken by EGS of the existing site conditions have been included as **Figures 3A** and **3B**. As can be seen in these photographs, the site is relatively flat with overhead utilities and buried utilities along the east side of the road.

NRCS Soil Survey

As part of this investigation, EGS reviewed the Natural Resources Conservation Service (NRCS) Soil Survey of Leon County, Florida. The soils reported in the NCRS Soil Survey consist of Plummer Fine Sand and Sandy Loam, which is relatively consistent with the soils encountered during the field investigation. It should be noted, however, that the NRCS Soil Survey is used as an approximation of likely soils within the project area. Slight variations in soil properties will occur when comparing data from the NRCS Soil Survey and data obtained in the field.

EGS has provided **TABLE 1**, which includes the NRCS material identifications and descriptions and reported soil classifications. The water table depth is reported vary between a lower limit of six (6) feet to an upper limit at the ground surface. Copies of selected tables from the NRCS Soil Survey and **Figure 4** of the existing material limits have been provided in **APPENDIX A**.

SUBSURFACE INVESTIGATION

The subsurface investigation described in this Report was conducted in June 2018. Josh Jenkins, P.E., served as the Geotechnical Project Engineer with the assistance of Thomas Bishop, E.I., as the Field and Staff Engineer. Myron Hayden, P.E., was the supervising Senior Geotechnical Engineer for this project.

EGS installed a total of five (5) soil borings to depths between five (5) feet and 40 feet below the ground surface as close as possible to the locations requested by Stantec. Due to the proximity of utilities and other site constraints, some soil borings were offset slightly for safe installation. A summary of the soil boring labels, depths and approximate locations are included as **TABLE 2**. The soil boring locations are shown in plan view on the NRCS Soil Survey Map included as **Figure 4**.

Four (4) soil borings were installed using a rotary drill rig with Standard Penetration Test (SPT) sampling conducted continuously to a depth of 12 feet, and then continued on two and one-half (2 ½) feet intervals to the boring termination depth. In order to minimize potential impact to unmarked/mismarked utilities, hand-auger sampling was performed to depths up to seven and one-half (7 ½) feet in conjunction with static hand Cone Penetrometer Index (CPI) tests on two (2) foot intervals. The soil boring installed for the Parking Lot, labeled PL-1, was hand augered to a depth of five and one-half (5 ½) feet with CPI tests on two (2) foot intervals. To facilitate uniformity of the test data, CPI values were converted to equivalent SPT “N” values using the correlation $N=CPI/4$. All SPT sampling was conducted with an automatic hammer and in accordance with ASTM D1586.

Soil samples were collected, classified in the field by EGS personnel, sealed, and then transported to EGS' laboratory for additional testing. The laboratory testing included determination of water content, grain-size distribution, Atterberg Limits, and organic content. The soil samples were classified with respect to the Unified Soil Classification System (USCS) and the American Association of State Highway and Transportation Officials (AASHTO) Soil Classification System. A summary of the testing conducted for this investigation are summarized on the Report of Soil Borings sheet provided in **APPENDIX B**, along with the Soil Boring Logs and the Soil Classification Data sheet provided as **APPENDICES C** and **D**, respectively.

SUBSURFACE CONDITIONS

Soils

The subsurface conditions encountered at each soil boring location were relatively consistent. In general, the surficial soils were very loose silty fine sands (SM/A-2-4) and clayey sands (SC/A-2-6, A-6) underlain by loose clayey sands (SC/A-6) and sandy clay (CL/A-6). A lens of clayey sand with some organic material was encountered within two (2) feet of the surface at Soil Boring CS-1 installed near the proposed control structure. Special design considerations will be needed to mitigate adverse impacts on the proposed improvements due to the presence of very loose and organic soils.

Water

The depth to water measured at each of the soil boring locations at the time of installation has been included in **TABLE 2**. As previously mentioned, the water table in this area fluctuates significantly and this site is prone to flooding after period of heavy rain. Therefore, the seasonal high water table exists above the ground surface at certain times of the year. **EGS cautions that control of ground and surface water during construction will be critical for this project.**

Environmental Classification

In order to aid in the evaluation of corrosion potential for the proposed culvert structure, EGS collected and analyzed a representative soil and water sample from the site. The environmental corrosion tests included determination of pH, sulfate content, chloride content and resistivity performed in accordance with Florida Method procedures (FM 5-550, 5-551, 5-552, 5-553). The results of the corrosivity tests are summarized in **TABLE 3**. Using the Florida Department of Transportation (FDOT) Structure Design Guidelines and corrosion series test results, EGS has assigned the corresponding Environmental Classification, which is included in **TABLE 3**. This information provides the corrosion classification to be considered for design of the improvements.

Scour Considerations

Based on a review of the existing box culvert structure within the project limits, scour has undermined the structure on the downstream (west) end. Scour at other drainage structures nearby and erosion of the roadside ditches was also apparent within the project limits. Therefore, mitigating scour impacts on the new structures will need to be considered during design. To assist with the evaluation scour, EGS has developed grain-size distribution curves using representative samples from Soil Boring BC-1 installed for the proposed box culvert. A summary of the grain-size parameters that can be used for the scour analysis are included as **TABLE 4**, with the grain-size distribution curves provided as **APPENDIX E**.

RECOMMENDATIONS

Box and Pipe Culverts

Based on the results of the soil borings installed for this study, EGS believes the existing soils are too soft and will not be suitable to support the proposed culverts. To improve the bearing capacity of the foundation soils, **EGS recommends** excavating the existing soils to a minimum depth of two (2) feet below the culvert bearing surface. The excavation should extend to at least two (2) feet beyond the limits of the headwalls in each direction. Then, backfill and compact the excavations in accordance with FDOT Standard Specification 125. Provided that the subgrade and bearing surface are prepared as recommended above, the following geotechnical design parameters can be used:

Effective Soil Unit Weight (γ')	50	lb/ft ³
Friction Angle (ϕ)	30	deg
Cohesion (c)	0	lb/ft ²
Nominal Bearing Resistance (q_n)	4,500	lb/ft ²
Modulus of Subgrade Reaction (K_s)	30,000	lb/ft ³
Rankine Active Earth Pressure Coefficient (K_a)	0.33	
Rankine Passive Earth Pressure Coefficient (K_p)	3.00	
Total Settlement	<1.0	inch
Long-term Differential Settlement	<0.5	inch

Sump Area and Control Structure

EGS understands that a “sump” area will be constructed west of the proposed box culvert to improve water quality before being discharged through an outlet control structure. The soft clayey and organic soils encountered in the borings installed for the sump area and control structure are not well suited for the proposed construction. **EGS recommends the following to improve long-term performance of the sump area and associated control structure:**

Sump Area

- Excavate to a minimum depth of two (2) feet below the bottom of the sump.
- Install a Type D-5 Geotextile (separation fabric) in accordance with FDOT Standard Specification 514.
- Backfill with a clean sand having a fines content (% passing -200 sieve) less than 15% free of organics and debris.
- Place backfill in 12-inches of loose soil or less and compact making at least four (4) passes with a 5-ton roller using no vibratory action.

Control Structure

- Excavate to a minimum depth of two (2) feet below and two (2) feet beyond the horizontal limits of the structure.
- Place and compact backfill in accordance with FDOT Standard Specification 125.

Parking Lot

EGS understands a gravel parking lot will be constructed for the Goodwill Donation Center in the vacant area immediately to the north. **In order to provide a stable parking area over the soft soils encountered, EGS recommends the following:**

- Remove all vegetation to at least five (5) feet beyond the extent of the parking lot.
- Excavate area to a depth of six (6) inches below final grade and smooth the excavated surface removing all roots greater than one (1) inch diameter.
- Proof roll the area using a non-vibrating 5-ton roller or fully loaded dump truck until the subgrade is firm and unyielding, as approved by the Engineer.
- Place a geotextile fabric (Mirafi FW404 or approved equivalent) to the extent of the parking lot and remove all wrinkles. Overlap edges by at least one (1) foot.
- Place a geoweb (Presto GW20V 4-inch or approved equivalent) over the geotextile and secure the sections together using Atra Keys in accordance with Manufacturer’s Specifications.
- After the geoweb has been placed and secured, backfill the geoweb using a No. 57 coarse aggregate meeting the requirements of FDOT Standard Specification 901.
- The coarse aggregate shall extend above the top of the geoweb a minimum of two (2) inches.

SUMMARY OF PAVEMENT INVESTIGATION

As requested, EGS installed one (1) pavement core just north of the John Hancock Drive intersection at the location chosen by STANTEC. The pavement core was installed in June of 2018 by Matthew McConnell, a Senior Engineering Technician for EGS. The core was performed using EGS' pavement coring drill in accordance with the FDOT Materials Manual Section 3.2 "Flexible Pavement Coring and Evaluation".

After extracting the core, the base material was augered in order to estimate the composition based on the visual method outlined in the FDOT manual. The location of the requested pavement core has been included on the map included as **Figure 4**, and a photograph of the core and the base material has been provided as **Figures 5A** and **5B**.

Results

The following pavement conditions were encountered at the one (1) pavement core authorized for this study:

- Asphalt Thickness: 9.5-inches
- Base Layer: 6.0-inches Type-B Stabilization mixed with Recycled Asphalt Pavement (RAP)

It should be noted that a detailed pavement core and condition survey, determination of pavement layer types, pavement layer structural coefficients, existing structural number, and development of design recommendations was beyond the scope of this investigation. However, EGS would be pleased to provide further assistance, if requested.

Portland Cement Concrete (PCC)

PCC was not encountered in the one (1) Pavement Core (P-1) installed for this study. However, **EGS observed PCC below the existing the asphalt near the location of the existing culvert.** EGS recommends that if PCC is encountered during construction, the Engineer notified immediately, as the presence of buried PCC can disrupt milling operations and/or damage the milling equipment.

CLOSURE

The data and results presented in this Report are intended for use by Stantec, Inc. for the proposed improvements identified herein. This data may not be used without the expressed written consent of Stantec. This report is not intended for any other use and will likely not be applicable. This Report shall not be reproduced, except in full, without the written approval of Environmental and Geotechnical Specialists, Inc. The data and recommendations presented in this Report are based on the soil borings made at the specific locations and depths noted. Subsurface conditions at other locations may vary significantly from those presented herein. Should data become available which is different from the data presented herein, Environmental and Geotechnical Specialists, Inc., requests the opportunity to review the data and make any modifications to the design recommendations that may be appropriate.

Environmental and Geotechnical Specialists appreciates the opportunity to be of service on this project.

Sincerely,

Joshua M. Jenkins, P.E. No. 77686
Environmental & Geotechnical Specialists, Inc.
104 North Magnolia Drive
Tallahassee, FL 32301
Certificate of Authorization: 6222



TABLES

TABLE 1
NRCS SOIL SURVEY DATA
DRAINAGE IMPROVEMENTS
CR 155 (N MERIDIAN RD) AT JOHN HANCOCK DRIVE
LEON COUNTY, FLORIDA

NRCS SOIL REFERENCE NUMBER	MATERIAL NAME	DEPTH (INCHES)	MATERIAL DESCRIPTION	MATERIAL CLASSIFICATION		REACTION (pH)	CORROSION POTENTIAL		DEPTH TO SEASONAL HIGH GROUNDWATER (FEET)
				UNIFIED	AASHTO		UNCOATED STEEL	CONCRETE	
29	NORFOLK LOAMY FINE SAND, 2 TO 5 PERCENT SLOPES	0 - 6	LOAMY FINE SAND	SC-SM, SC, SM	A-2-4	4.5 - 6.0	HIGH	HIGH	3.3
		6 - 11	SANDY LOAM, SANDY CLAY LOAM	SC-SM	A-2-4	4.5 - 5.5			
		11 - 25	SANDY CLAY LOAM, SANDY LOAM	SC, CL	A-6, A-2-4, A-7-6	4.5 - 5.5			
		25 - 44	SANDY CLAY LOAM, SANDY LOAM	SC, CL	A-2-4, A-7-6, A-6	4.5 - 5.5			
		44 - 80	SANDY CLAY LOAM	CL, SC	A-7-6, A-6	4.5 - 5.5			
34	ORANGEBURG FINE SANDY LOAM, 5 TO 8 PERCENT SLOPES	0 - 2	FINE SANDY LOAM	SC-SM	A-4	4.5 - 5.5	MODERATE	MODERATE	>6.0
		2 - 10	FINE SANDY LOAM	SC	A-4	4.5 - 5.5			
		10 - 16	SANDY CLAY LOAM	CL	A-7-6	4.5 - 5.5			
		16 - 41	SANDY CLAY LOAM	CL	A-7-6	4.5 - 5.5			
		41 - 80	SANDY CLAY LOAM	CL	A-7-6	4.5 - 5.5			
41	PLUMMER, HYDRIC COMPLEX	0 - 17	FINE SAND	SM, SP-SM	A-2-4, A-3	4.5 - 6.0	HIGH	HIGH	0.0
		17 - 61	FINE SAND	SM, SP-SM	A-3, A-2-4	4.5 - 5.5			
		61 - 80	SANDY LOAM, SANDY CLAY LOAM, FINE SANDY LOAM	SC, SC-SM, SM	A-2-6, A-2-4	4.5 - 5.5			
	PLUMMER, NON-HYDRIC COMPLEX	0 - 17	FINE SAND	SM, SP-SM	A-2-4, A-3	4.5 - 6.0	HIGH	HIGH	0.5
		17 - 61	FINE SAND	SM, SP-SM	A-3, A-2-4	4.5 - 5.5			
		61 - 80	SANDY LOAM, SANDY CLAY LOAM, FINE SANDY LOAM	SC, SC-SM, SM	A-2-4, A-2-6	4.5 - 5.5			
50	WAGRAM LOAMY FINE SAND, 0 TO 5 PERCENT SLOPES	0 - 6	LOAMY FINE SAND	SM	A-2	4.5 - 5.5	MODERATE	HIGH	>6.0
		6 - 30	LOAMY FINE SAND	SM	A-2	4.5 - 5.5			
		31 - 62	SANDY CLAY LOAM, FINE SANDY LOAM	SC	A-2, A-4, A-6	4.5 - 5.5			
		62 - 80	SANDY CLAY LOAM, SANDY CLAY	CH, CL, SC	A-6, A-7	4.5 - 5.5			

NOTES: 1. BASED ON THE NRCS SOIL SURVEY REPORT FOR LEON COUNTY, FLORIDA.
2. SEE APPENDIX E FOR DETAILED NRCS SURVEY INFORMATION.

TABLE 2
SOIL BORING LOCATION AND GROUNDWATER DATA
DRAINAGE IMPROVEMENTS
CR 155 (N MERIDIAN RD) AT JOHN HANCOCK DRIVE
LEON COUNTY, FLORIDA

BORING LABEL	BORING DEPTH (FEET)	GLOBAL POSITIONING SYSTEM (GPS) COORDINATES				MEASURED GROUNDWATER DEPTH (FEET)
		LATITUDE		LONGITUDE		
		DEG (°)	MIN (')	DEG (°)	MIN (')	
BOX CULVERT SOIL BORING						
BC-1	40.0	30	30.012	84	16.635	6.0
CONTROL STRUCTURE SOIL BORING						
CS-1	10.5	30	30.022	84	16.703	2.0
PIPE CULVERT SOIL BORING						
PC-1	15.0	30	30.096	84	16.636	5.0
PARKING LOT SOIL BORING						
PL-1	5.5	30	30.041	84	16.619	4.0
SUMP AREA SOIL BORING						
SA-1	15.0	30	30.006	84	16.688	2.5

- NOTES:** 1. DEPTH MEASURED BELOW EXISTING GROUND SURFACE.
2. BORING LOCATIONS ARE APPROXIMATE AND BASED ON PLANS PROVIDED BY STANTEC.

**TABLE 3
ENVIRONMENTAL CLASSIFICATION DATA
DRAINAGE IMPROVEMENTS
CR 155 (N MERIDIAN RD) AT JOHN HANCOCK DRIVE
LEON COUNTY, FLORIDA**

SAMPLE LOCATION	DEPTH (FEET)	RESISTIVITY (OHM-CM)	pH	SULFATES (PPM)	CHLORIDES (PPM)	ENVIRONMENTAL CLASSIFICATION	
						STEEL	CONCRETE
SOIL							
BC-1	6.0 - 8.0	13,000	5.9	21	43	EXTREMELY AGGRESSIVE	MODERATELY AGGRESSIVE
WATER							
EXISTING CHANNEL	--	17,000	7.1	11	240	SLIGHTLY AGGRESSIVE	SLIGHTLY AGGRESSIVE

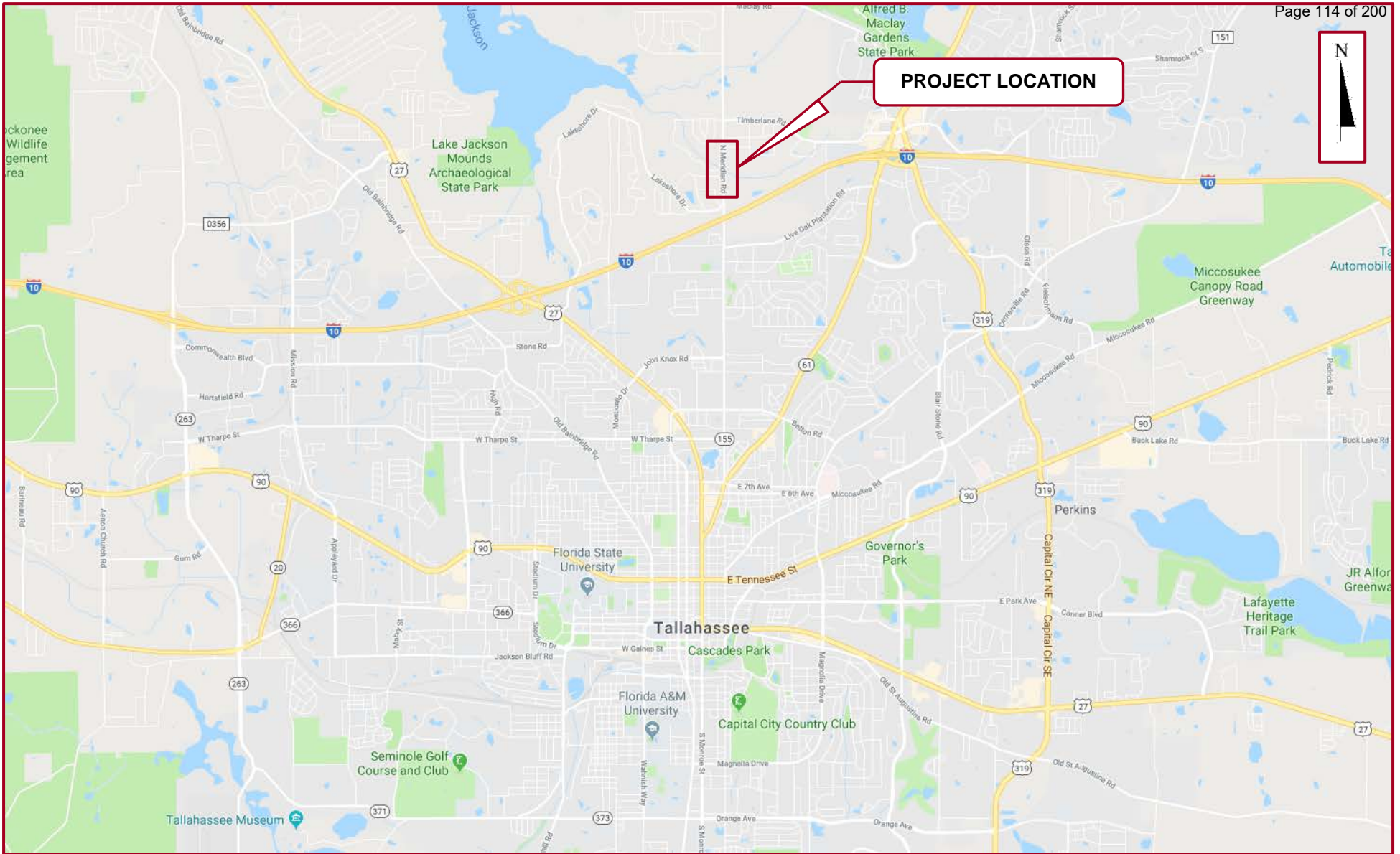
NOTE: ENVIRONMENTAL CLASSIFICATION AS IDENTIFIED IN THE FDOT STRUCTURES MANUAL TABLE 1.3.2-1

**TABLE 4
GRAIN-SIZE DATA FOR SCOUR CONSIDERATION - SOIL BORING BC-1
DRAINAGE IMPROVEMENTS - BOX CULVERT ADDITION
CR 155 (N MERIDIAN RD) AT JOHN HANCOCK DRIVE
LEON COUNTY, FLORIDA**

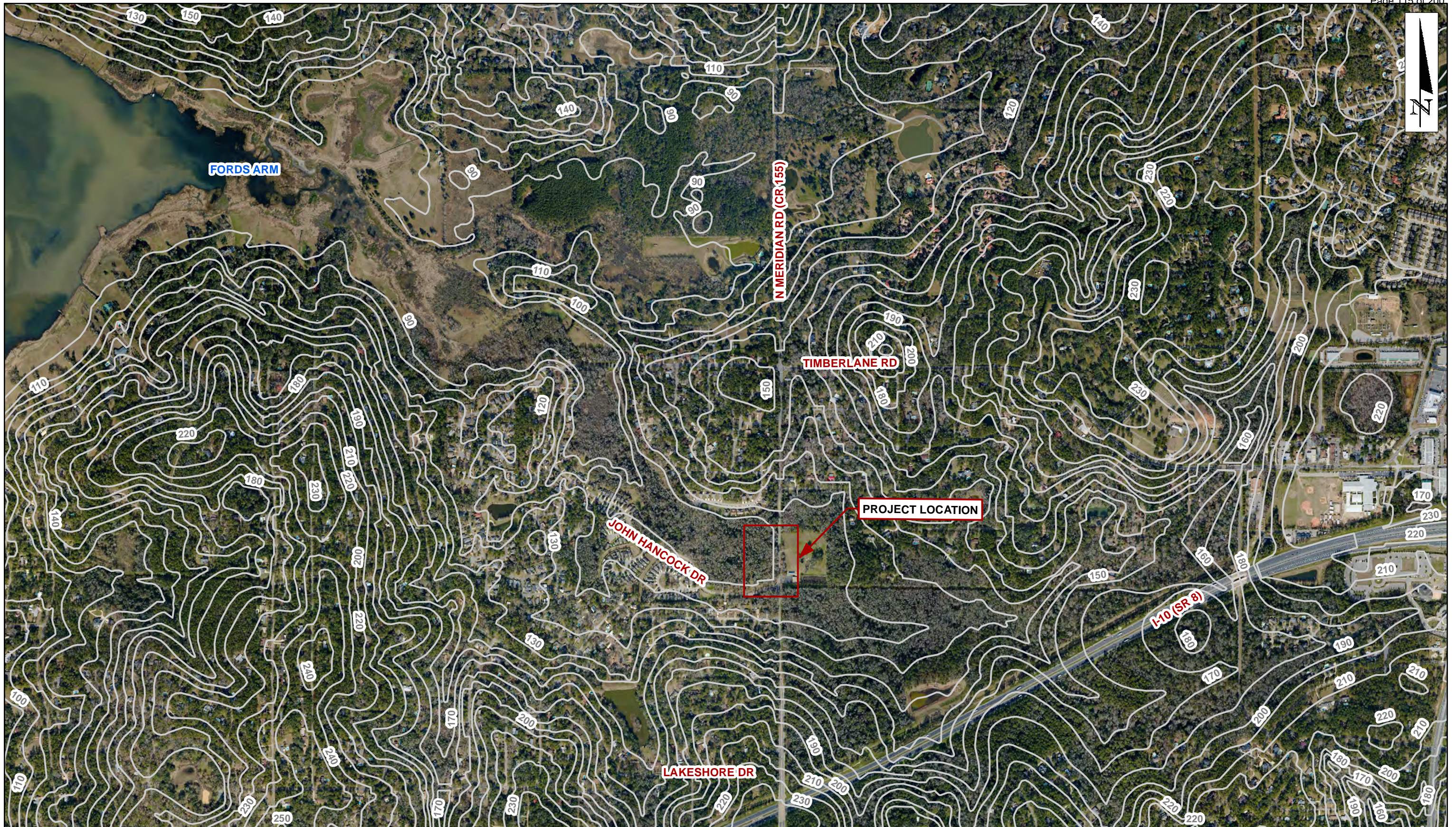
DEPTH BELOW GROUND SURFACE (FEET)	GRAIN-SIZE PARAMETER	RECOMMENDED VALUE	MATERIAL CLASSIFICATION (USCS / AASHTO)
0.0 to 4.0	D ₁₀	0.02*	SC / A-2-6
	D ₅₀	0.17	
	D ₆₀	0.20	
	D ₈₅	0.38	
	C _u	10*	
4.0 to 27.5	D ₁₀	N/A	SC / A-6
	D ₅₀	0.13	
	D ₆₀	0.17	
	D ₈₅	0.25	
	C _u	N/A	

- NOTES:** 1. PARTICLE SIZE MEASURED IN MILLIMETERS
 2. N/A INDICATES VALUE NOT AVAILABLE
 * VALUE ESTIMATED FROM EXTRAPOLATION OF GRAIN SIZE CURVE.

FIGURES



DRAWN T. BISHOP		CHECKED: J. JENKINS, P.E.		<p align="center">Environmental and Geotechnical Specialists, Inc.</p> <p align="center">104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253</p> <p align="center">Page 460 of 869</p>		TITLE: PROJECT LOCATION MAP DRAINAGE IMPROVEMENTS CR 155 (N MERIDIAN RD) AT JOHN HANCOCK DRIVE LEON COUNTY, FLORIDA			
ENGINEER: J. JENKINS, P.E.						DATE: MAY 2018		FIGURE NO.: 1	
CLIENT: STANTEC						DATE: MAY 2018		FIGURE NO.: 1	
PROJ. NO.: 53-19-17-01						DATE: MAY 2018		FIGURE NO.: 1	
						Posted February 17, 2020			



<p>Legend</p> <p>— USGS Elevation Contours (10-Feet)</p>	<p>0 200 1,000 Feet</p>	<p>PREPARED: T. BISHOP</p>	<p>ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.</p> <p>104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE : (850) 386-1253</p>	<p>USGS TOPOGRAPHIC MAP DRAINAGE IMPROVEMENTS CR 155 (N MERIDIAN RD) AT JOHN HANCOCK DRIVE LEON COUNTY, FLORIDA</p>	
		<p>CHECKED: J. JENKINS, P.E.</p>		<p>SCALE: 1" = 1000'</p>	<p>DATE: JUNE 2018</p>
<p>REVISD: K. SWEENEY, E.I.</p>	<p>ENGINEER: J. JENKINS, P.E.</p>	<p>PROJ. NO.: 53-19-17-01</p>		<p>FIGURE NO.: 2</p>	
<p>Page 461 of 869</p>		<p>Posted February 17, 2020</p>			



FIGURE 3A: PHOTOGRAPH OF EXISTING SITE CONDITIONS
NEAR BC-1 (FACING NORTH)



FIGURE 3B: PHOTOGRAPH OF EXISTING SITE CONDITIONS
NEAR BC-1 (FACING SOUTH)

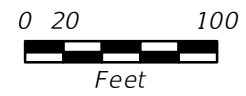


Legend

- Soil Boring Location
- Pavement Core Location

Map Unit Symbol, Map Unit Name, (Depth to SHWT)

- 29 ,Norfolk loamy fine sand, 2 to 5 percent slopes, (3.3 Feet)
- 34 ,Orangeburg fine sandy loam, 5 to 8 percent slopes, (>6.0 Feet)
- 41 ,Plummer fine sand, (0.0 Feet)
- 50 ,Wagram loamy fine sand, 0 to 5 percent slopes, (>6.0 Feet)



PREPARED:	T. BISHOP
CHECKED:	J. JENKINS, P.E.
REVISED:	K. SWEENEY, E.I.
ENGINEER:	J. JENKINS, P.E.

Environmental and Geotechnical Specialists, Inc.
 104 North Magnolia Drive
 Tallahassee, Florida 32301
 Office : (850) 386-1253
 Fax : (850) 385-8050

NRCS SOIL SURVEY MAP DRAINAGE IMPROVEMENTS CR 155 (N MERIDIAN RD) AT JOHN HANCOCK DRIVE LEON COUNTY, FLORIDA	
SCALE:	1" = 100'
DATE:	JUNE 2018
PROJ. NO.:	53-19-17-01
FIGURE NO.:	4



FIGURE 5A: PHOTOGRAPH OF PAVEMENT CORE AT P-1



FIGURE 5B: PHOTOGRAPH OF BASE MATERIAL AT P-1

APPENDIX A
NRCS SOIL SURVEY

Custom Soil Resource Report

Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties—Leon County, Florida														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
29—Norfolk loamy fine sand, 2 to 5 percent slopes														
Norfolk	85	B	0-6	Loamy fine sand	SC-SM, SC, SM	A-2-4	0- 0- 0	0- 0- 0	98-100-100	91-100-100	78-88-97	15-21-27	17-22-27	3-6 -9
			6-11	Sandy loam, sandy clay loam	SC-SM	A-2-4	0- 0- 0	0- 0- 0	97-100-100	93-100-100	65-78-85	21-28-34	20-21-24	5-6 -8
			11-25	Sandy clay loam, sandy loam	SC, CL	A-6, A-2-4, A-7-6	0- 0- 0	0- 0- 0	97-100-100	93-100-100	70-85-98	33-45-58	24-36-43	9-18-24
			25-44	Sandy clay loam, sandy loam	SC, CL	A-2-4, A-7-6, A-6	0- 0- 0	0- 0- 0	97-100-100	93-100-100	68-83-95	28-38-52	24-29-43	9-13-24
			44-80	Sandy clay loam	CL, SC	A-7-6, A-6	0- 0- 0	0- 0- 0	100-100-100	100-100-100	80-87-99	45-52-60	34-41-44	17-22-24

Custom Soil Resource Report

Engineering Properties—Leon County, Florida														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
34—Orangeburg fine sandy loam, 5 to 8 percent slopes														
Orangeburg	80	C	0-2	Fine sandy loam	SC-SM	A-4	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	87-94- 97	38-48- 52	19-24 -29	3-6 -9
			2-10	Fine sandy loam	SC	A-4	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	87-94- 97	38-48- 52	0-22 -27	NP-8 -10
			10-16	Sandy clay loam	CL	A-7-6	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	79-86- 95	43-52- 62	29-41 -44	13-23-2 4
			16-41	Sandy clay loam	CL	A-7-6	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	79-86- 95	43-52- 62	29-41 -44	13-23-2 4
			41-80	Sandy clay loam	CL	A-7-6	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	79-86- 95	43-52- 62	29-41 -44	13-23-2 4
41—Plummer fine sand														
Plummer, hydric	50	A/D	0-17	Fine sand	SM, SP-SM	A-2-4, A-3	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	75-86- 96	5-16- 26	0-7 -14	NP
			17-61	Fine sand	SM, SP-SM	A-3, A-2-4	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	75-86- 96	5-16- 26	0-7 -14	NP
			61-80	Sandy loam, sandy clay loam, fine sandy loam	SC, SC-SM, SM	A-2-6, A-2-4	0- 0- 0	0- 0- 0	100-100 -100	97-99-1 00	76-86- 96	26-31- 35	0-16 -31	NP-8 -14
Plummer, non-hydric	40	A/D	0-17	Fine sand	SM, SP-SM	A-2-4, A-3	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	75-86- 96	5-16- 26	0-7 -14	NP
			17-61	Fine sand	SM, SP-SM	A-3, A-2-4	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	75-86- 96	5-16- 26	0-7 -14	NP
			61-80	Sandy loam, sandy clay loam, fine sandy loam	SC, SC-SM, SM	A-2-4, A-2-6	0- 0- 0	0- 0- 0	100-100 -100	97-99-1 00	76-86- 96	26-31- 35	0-16 -31	NP-8 -14

Custom Soil Resource Report

Engineering Properties—Leon County, Florida														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
50—Wagram loamy fine sand, 0 to 5 percent slopes														
Wagram	85	B	0-6	Loamy fine sand	SM	A-2	0- 0- 0	0- 0- 0	100-100 -100	98-99-1 00	50-68- 85	15-25- 35	0-7 -14	NP
			6-31	Loamy fine sand	SM	A-2	0- 0- 0	0- 0- 0	100-100 -100	98-99-1 00	50-68- 85	15-25- 35	0-7 -14	NP
			31-62	Sandy clay loam, fine sandy loam	SC	A-2, A-4, A-6	0- 0- 0	0- 0- 0	100-100 -100	98-99-1 00	80-88- 95	31-40- 49	21-31 -40	8-18-25
			62-80	Sandy clay loam, sandy clay	CH, CL, SC	A-6, A-7	0- 0- 0	0- 0- 0	100-100 -100	98-99-1 00	80-90-1 00	40-50- 60	35-53 -70	20-31-4 2

Custom Soil Resource Report

Chemical Soil Properties—Leon County, Florida								
Map symbol and soil name	Depth	Cation-exchange capacity	Effective cation-exchange capacity	Soil reaction	Calcium carbonate	Gypsum	Salinity	Sodium adsorption ratio
	<i>In</i>	<i>meq/100g</i>	<i>meq/100g</i>	<i>pH</i>	<i>Pct</i>	<i>Pct</i>	<i>mmhos/cm</i>	
29—Norfolk loamy fine sand, 2 to 5 percent slopes								
Norfolk	0-6	—	0.1-3.0	4.5-6.0	0	0	0.0-2.0	0
	6-11	—	0.8-2.5	4.5-5.5	0	0	0.0-2.0	0
	11-25	—	0.2-6.1	4.5-5.5	0	0	0.0-2.0	0
	25-44	—	0.2-6.1	4.5-5.5	0	0	0.0-2.0	0
	44-80	—	2.2-5.3	4.5-5.5	0	0	0.0-2.0	0
34—Orangeburg fine sandy loam, 5 to 8 percent slopes								
Orangeburg	0-2	—	0.8-4.1	4.5-5.5	0	0	0.0-2.0	0
	2-10	—	0.9-4.4	4.5-5.5	0	0	0.0-2.0	0
	10-16	—	1.2-5.6	4.5-5.5	0	0	0.0-2.0	0
	16-41	—	1.2-5.6	4.5-5.5	0	0	0.0-2.0	0
	41-80	—	1.2-5.6	4.5-5.5	0	0	0.0-2.0	0
41—Plummer fine sand								
Plummer, hydric	0-17	—	0.1-1.1	4.5-6.0	0	0	0.0-2.0	0-4
	17-61	0.4-1.3	—	4.5-5.5	0	0	0.0-2.0	0-4
	61-80	—	0.5-4.2	4.5-5.5	0	0	0.0-2.0	0-4
Plummer, non-hydric	0-17	—	0.1-1.1	4.5-6.0	0	0	0.0-2.0	0-4
	17-61	0.4-1.3	—	4.5-5.5	0	0	0.0-2.0	0-4
	61-80	—	0.5-4.2	4.5-5.5	0	0	0.0-2.0	0-4

Custom Soil Resource Report

Chemical Soil Properties—Leon County, Florida								
Map symbol and soil name	Depth	Cation-exchange capacity	Effective cation-exchange capacity	Soil reaction	Calcium carbonate	Gypsum	Salinity	Sodium adsorption ratio
	<i>In</i>	<i>meq/100g</i>	<i>meq/100g</i>	<i>pH</i>	<i>Pct</i>	<i>Pct</i>	<i>mmhos/cm</i>	
50—Wagram loamy fine sand, 0 to 5 percent slopes								
Wagram	0-6	—	0.1-3.4	4.5-5.5	0	0	0.0-2.0	0-4
	6-31	—	0.1-8.9	4.5-5.5	0	0	0.0-2.0	0-4
	31-62	—	0.2-5.9	4.5-5.5	0	0	0.0-2.0	0-4
	62-80	—	0.2-6.5	4.5-5.5	0	0	0.0-2.0	0-4

Custom Soil Resource Report

Soil Features—Leon County, Florida									
Map symbol and soil name	Restrictive Layer				Subsidence		Potential for frost action	Risk of corrosion	
	Kind	Depth to top	Thickness	Hardness	Initial	Total		Uncoated steel	Concrete
		<i>Low-RV-High</i>	<i>Range</i>		<i>Low-High</i>	<i>Low-High</i>			
		<i>In</i>	<i>In</i>		<i>In</i>	<i>In</i>			
29—Norfolk loamy fine sand, 2 to 5 percent slopes									
Norfolk		—	—		0	0	None	High	High
34—Orangeburg fine sandy loam, 5 to 8 percent slopes									
Orangeburg		—	—		0	0	None	Moderate	Moderate
41—Plummer fine sand									
Plummer, hydric		—	—		—	—	None	High	High
Plummer, non-hydric		—	—		—	—	None	High	High
50—Wagram loamy fine sand, 0 to 5 percent slopes									
Wagram		—	—		—	—	None	Moderate	High

Custom Soil Resource Report

Map unit symbol and soil name	Hydrologic group	Surface runoff	Most likely months	Water table			Ponding			Flooding	
				Upper limit	Lower limit	Kind	Surface depth	Duration	Frequency	Duration	Frequency
				<i>Ft</i>	<i>Ft</i>		<i>Ft</i>				
29—Norfolk loamy fine sand, 2 to 5 percent slopes											
Norfolk	B	Medium	Jan-Mar	3.3-6.0	6.0	Apparent	—	—	None	—	None
			Apr-Dec	—	—	—	—	—	None	—	None
34—Orangeburg fine sandy loam, 5 to 8 percent slopes											
Orangeburg	C	Medium	Jan-Dec	—	—	—	—	—	None	—	None
41—Plummer fine sand											
Plummer, hydric	A/D	Negligible	Jan-Jul	0.0-0.5	6.0	Apparent	—	—	None	—	None
			Aug-Nov	—	—	—	—	—	None	—	None
			Dec	0.0-0.5	6.0	Apparent	—	—	None	—	None
Plummer, non-hydric	A/D	Negligible	Jan-Jul	0.5-1.5	6.0	Apparent	—	—	None	—	None
			Aug-Nov	—	—	—	—	—	None	—	None
			Dec	0.5-1.5	6.0	Apparent	—	—	None	—	None
50—Wagram loamy fine sand, 0 to 5 percent slopes											
Wagram	B	Very low	Jan-Dec	—	—	—	—	—	None	—	None

Custom Soil Resource Report

Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Physical Soil Properties--Leon County, Florida														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	<i>In</i>	<i>Pct</i>	<i>Pct</i>	<i>Pct</i>	<i>g/cc</i>	<i>micro m/sec</i>	<i>In/In</i>	<i>Pct</i>	<i>Pct</i>					
29—Norfolk loamy fine sand, 2 to 5 percent slopes														
Norfolk	0-6	80-84- 88	4- 7- 10	8- 9- 10	1.55-1.57-1.59	14.00-28.00-42.00	0.06-0.08-0.10	0.2- 0.4- 0.6	0.0- 0.5- 1.0	.24	.24	5	2	134
	6-11	60-80- 85	4- 7- 20	10-13- 30	1.63-1.64-1.66	14.00-28.00-42.00	0.10-0.13-0.16	0.4- 0.6- 1.3	0.0- 0.3- 0.5	.17	.17			
	11-25	55-62- 80	3-12- 28	14-27- 34	1.58-1.64-1.69	4.00-9.00-14.00	0.10-0.12-0.15	0.4- 1.2- 1.7	0.0- 0.3- 0.5	.20	.20			
	25-44	55-70- 80	3-12- 28	14-19- 34	1.58-1.62-1.65	4.00-9.00-14.00	0.10-0.15-0.16	0.4- 0.9- 1.7	0.0- 0.3- 0.5	.20	.20			
	44-80	50-54- 75	3-14- 22	22-33- 35	1.56-1.60-1.64	4.00-9.00-14.00	0.10-0.13-0.15	1.0- 1.5- 1.7	0.0- 0.3- 0.5	.17	.17			

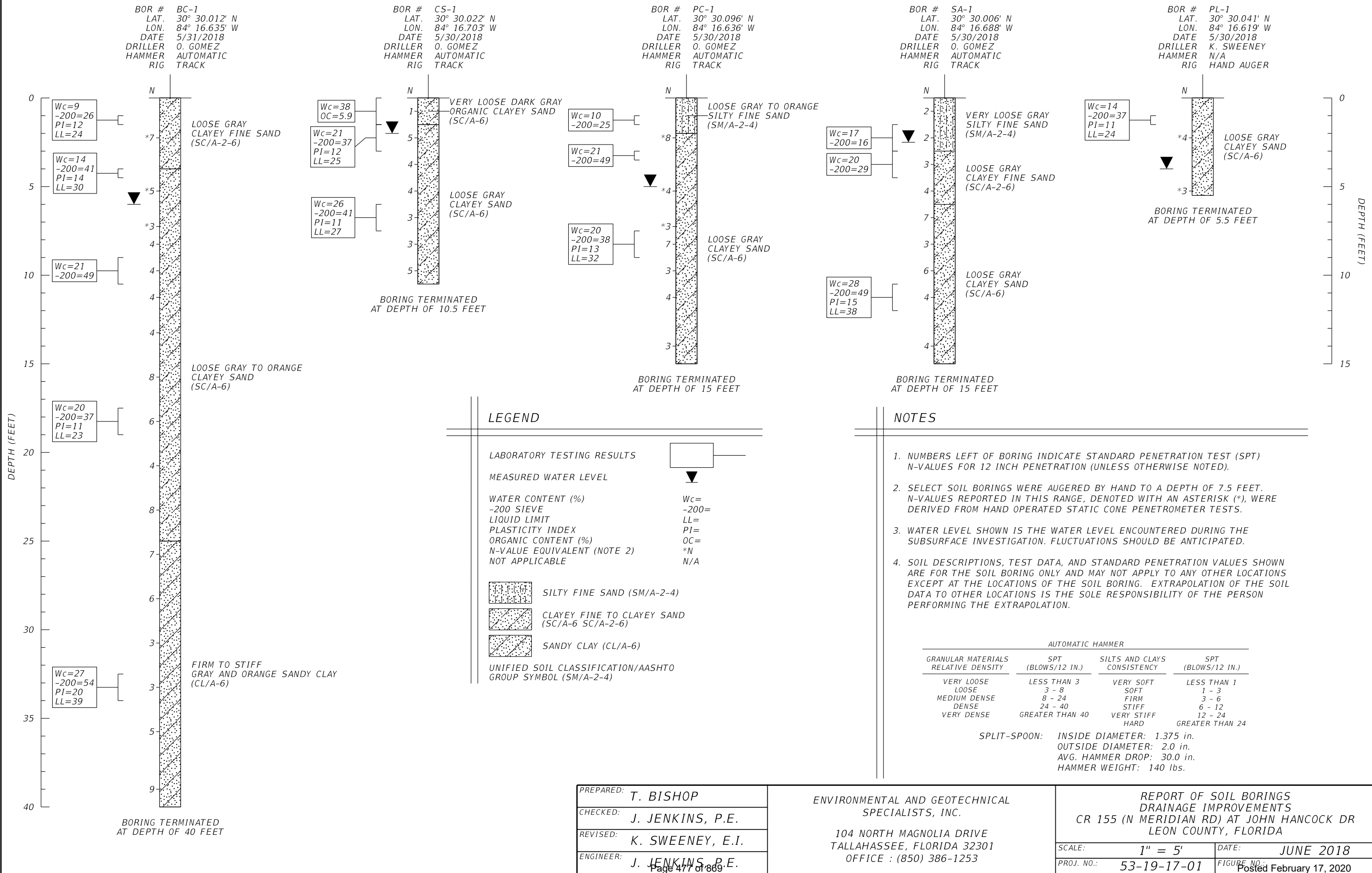
Custom Soil Resource Report

Physical Soil Properties—Leon County, Florida														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	<i>In</i>	<i>Pct</i>	<i>Pct</i>	<i>Pct</i>	<i>g/cc</i>	<i>micro m/sec</i>	<i>In/In</i>	<i>Pct</i>	<i>Pct</i>					
34— Orangeburg fine sandy loam, 5 to 8 percent slopes														
Orangeburg	0-2	55-61- 80	5-25- 32	8-14- 18	1.40-1.43- 1.46	14.00-26.33-42. 00	0.15-0.16-0.1 7	0.4- 0.7- 0.9	1.0- 2.0- 3.0	.24	.24	5	3	86
	2-10	55-61- 80	5-25- 32	8-14- 18	1.53-1.56- 1.59	3.50-3.84-14.00	0.16-0.17-0.1 8	0.4- 0.7- 1.0	0.5- 1.0- 1.5	.32	.32			
	10-16	46-54- 77	3-14- 25	20-33- 35	1.59-1.60- 1.61	3.00-3.25-14.00	0.11-0.16-0.1 8	0.8- 1.5- 1.7	0.0- 0.3- 0.5	.20	.20			
	16-41	46-54- 77	3-14- 25	20-33- 35	1.59-1.60- 1.61	3.00-3.25-14.00	0.11-0.16-0.1 8	0.8- 1.5- 1.7	0.0- 0.3- 0.5	.20	.20			
	41-80	46-54- 77	3-14- 25	20-33- 35	1.59-1.60- 1.61	3.00-3.25-14.00	0.11-0.16-0.1 8	0.8- 1.5- 1.7	0.0- 0.3- 0.5	.20	.20			
41—Plummer fine sand														
Plummer, hydric	0-17	-91-	0- 6- 15	2- 3- 7	1.30-1.50- 1.80	14.00-28.00-42. 00	0.03-0.06-0.0 8	0.0- 1.5- 2.9	1.0- 1.9- 3.0	.10	.10	5	1	250
	17-61	-93-	0- 5- 15	2- 2- 7	1.30-1.50- 1.80	14.00-28.00-42. 00	0.03-0.06-0.0 8	0.0- 1.5- 2.9	0.0- 0.2- 0.5	.05	.05			
	61-80	-80-	0- 5- 50	15-16- 30	1.50-1.70- 1.90	4.00-9.00-14.00	0.10-0.12-0.1 3	0.0- 1.5- 2.9	0.0- 0.1- 0.5	.17	.17			
Plummer, non- hydric	0-17	-91-	0- 6- 15	2- 3- 7	1.30-1.50- 1.80	14.00-28.00-42. 00	0.03-0.06-0.0 8	0.0- 1.5- 2.9	1.0- 1.9- 3.0	.10	.10	5	1	250
	17-61	-93-	0- 5- 15	2- 2- 7	1.30-1.50- 1.80	14.00-28.00-42. 00	0.03-0.06-0.0 8	0.0- 1.5- 2.9	0.0- 0.2- 0.5	.05	.05			
	61-80	-80-	0- 5- 50	15-16- 30	1.50-1.70- 1.90	4.00-9.00-14.00	0.10-0.12-0.1 3	0.0- 1.5- 2.9	0.0- 0.1- 0.5	.17	.17			

Custom Soil Resource Report

Physical Soil Properties—Leon County, Florida														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	<i>In</i>	<i>Pct</i>	<i>Pct</i>	<i>Pct</i>	<i>g/cc</i>	<i>micro m/sec</i>	<i>In/In</i>	<i>Pct</i>	<i>Pct</i>					
50—Wagram loamy fine sand, 0 to 5 percent slopes														
Wagram	0-6	-85-	0-11- 30	2- 4- 12	1.40-1.52-1.65	42.00-92.00-141.00	0.05-0.07-0.08	0.0- 1.5- 2.9	1.5- 3.7- 4.0	.10	.10	5	2	134
	6-31	-84-	0- 8- 30	2- 8- 12	1.40-1.52-1.65	42.00-92.00-141.00	0.05-0.06-0.08	0.0- 1.5- 2.9	0.5- 0.8- 1.5	.10	.10			
	31-62	-69-	0- 6- 28	15-24- 35	1.50-1.60-1.70	4.00-9.00-14.00	0.12-0.14-0.16	0.0- 1.5- 2.9	0.0- 0.2- 0.5	.17	.17			
	62-80	-57-	0- 4- 20	20-40- 55	1.60-1.65-1.70	0.42-0.90-1.40	0.12-0.14-0.16	6.0- 7.5- 8.9	0.0- 0.1- 0.5	.17	.17			

APPENDIX B
GEOTECHNICAL PLAN SHEET



PREPARED: T. BISHOP
CHECKED: J. JENKINS, P.E.
REVISED: K. SWEENEY, E.I.
ENGINEER: J. JENKINS, P.E.

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
104 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32301
OFFICE : (850) 386-1253

REPORT OF SOIL BORINGS DRAINAGE IMPROVEMENTS
CR 155 (N MERIDIAN RD) AT JOHN HANCOCK DR
LEON COUNTY, FLORIDA

SCALE: 1" = 5'
DATE: JUNE 2018
PROJ. NO.: 53-19-17-01
FIGURE NO.:
Posted February 17, 2020

APPENDIX C
SOIL BORING LOGS

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**
104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS AT CR 155 (N)
CLIENT: STANTEC
PROJECT NO.: 53-19-17-01
PROJECT LOCATION: LEON COUNTY, FL
BORING NO.: BC-1
DRILLER: O. GOMEZ
DEPTH TO WATER: INITIAL: ∇ 6.0' **24 HR:** ∇ N/M

HAMMER TYPE: AUTOMATIC
LATITUDE: 30° 30.012' N
LONGITUDE: 84° 16.635' W
ELEVATION (FEET): N/A
DATE: 5/31/2018
FLUID LOSS: NONE
CAVING: C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	Wc (%)		N	N-Value	
								10	20		30	40
0	0			LOOSE GRAY CLAYEY FINE SAND	SC A-2-6	-200%=26 LL=24 PI=12	7	10	20	7	10	
	5			LOOSE GRAY CLAYEY SAND	SC A-6	-200%=41 LL=30 PI=14	14	10	20	5	10	
	10			LOOSE GRAY CLAYEY SAND	SC A-6	-200%=49	21	10	20	4	10	
	15			LOOSE ORANGE CLAYEY SAND	SC A-6	-200%=37 LL=23 PI=11	21	10	20	4	10	
	20			LOOSE ORANGE CLAYEY SAND	SC A-6	-200%=37 LL=23 PI=11	21	10	20	4	10	
	25			STIFF ORANGE SANDY CLAY	CL A-6	-200%=37 LL=23 PI=11	19	10	20	8	10	
	30			STIFF ORANGE SANDY CLAY	CL A-6	-200%=37 LL=23 PI=11	24	10	20	7	10	
	35			FIRM GRAY AND ORANGE SANDY CLAY	CL A-6	-200%=54 LL=39 PI=20	28	10	20	3	10	
	35			FIRM GRAY AND ORANGE SANDY CLAY	CL A-6	-200%=54 LL=39 PI=20	27	10	20	3	10	
	35			FIRM GRAY AND ORANGE SANDY CLAY	CL A-6	-200%=54 LL=39 PI=20	24	10	20	5	10	

**NOTES: N/M MEANS NOT MEASURED
N/A MEANS NOT AVAILABLE**

ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC.

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS AT CR 155 (N)

CLIENT: STANTEC

PROJECT NO.: 53-19-17-01

PROJECT LOCATION: LEON COUNTY, FL

BORING NO.: BC-1

DRILLER: O. GOMEZ

DEPTH TO WATER: INITIAL: 6.0' 24 HR: N/M

HAMMER TYPE: AUTOMATIC

LATITUDE: 30° 30.012' N

LONGITUDE: 84° 16.635' W

ELEVATION (FEET): N/A

DATE: 5/31/2018

FLUID LOSS: NONE

CAVING: NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/AASHTO	TEST RESULTS	Wc (%)	Wc (%)						N	N-Value							
								10	20	30	40	60	10		20	30	40	60	80			
				STIFF GRAY AND ORANGE SANDY CLAY	CL A-6		23						9									
12.5																						
45																						
15																						
50																						
55																						
17.5																						
60																						
65																						
20																						
70																						

NOTES: N/M MEANS NOT MEASURED
N/A MEANS NOT AVAILABLE

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS AT CR 155 (N)
CLIENT: STANTEC
PROJECT NO.: 53-19-17-01
PROJECT LOCATION: LEON COUNTY, FL
BORING NO.: CS-1
DRILLER: O. GOMEZ
DEPTH TO WATER: INITIAL: ∇ 2.0' **24 HR:** ∇ N/M

HAMMER TYPE: AUTOMATIC
LATITUDE: 30° 30.022' N
LONGITUDE: 84° 16.703' W
ELEVATION (FEET): N/A
DATE: 5/30/2018
FLUID LOSS: NONE
CAVING: C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	Wc (%)		N	N-Value	
								10	20		30	40
0	0			VERY LOOSE DARK GRAY ORGANIC CLAYEY SAND	SC A-6	ORG%= 5.9	38			1		
						-200%=37 LL=25 PI=12	21			5		
	5						23			4		
				LOOSE GRAY CLAYEY SAND	SC A-6	-200%=41 LL=27 PI=11	22			4		
	2.5						26			3		
							24			3		
	10						25			5		
	15											
	5											
	20											
	7.5											
	25											
	30											
	10											
	35											

**NOTES: N/M MEANS NOT MEASURED
N/A MEANS NOT AVAILABLE**

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS AT CR 155 (N)
CLIENT: STANTEC
PROJECT NO.: 53-19-17-01
PROJECT LOCATION: LEON COUNTY, FL
BORING NO.: PC-1
DRILLER: O. GOMEZ
DEPTH TO WATER: INITIAL: ∇ 5.0' **24 HR:** ∇ N/M

HAMMER TYPE: AUTOMATIC
LATITUDE: 30° 30.096' N
LONGITUDE: 84° 16.636' W
ELEVATION (FEET): N/A
DATE: 5/30/2018
FLUID LOSS: NONE
CAVING: C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	Wc (%)		N	N-Value	
								10	20		10	20
0	0			LOOSE GRAY SILTY FINE SAND WITH ORGANICS	SM A-2-4	-200%=25	14	10				
				LOOSE ORANGE SILTY FINE SAND	SM A-2-4	-200%=49	14	21	8			
				LOOSE GRAY CLAYEY SAND	SC A-6	-200%=38 LL=32 PI=13	20	20	4			
							22	22	3			
							20	20	7			
							20	20	3			
							24	24	4			
							24	24	3			

**NOTES: N/M MEANS NOT MEASURED
N/A MEANS NOT AVAILABLE**

ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC. 104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253 Fax #: (850) 385-8050	PROJECT: DRAINAGE IMPROVEMENTS AT CR 155 (N)	HAMMER TYPE: <u>MANUAL</u>
	CLIENT: STANTEC	LATITUDE: 30° 30.041' N
	PROJECT NO.: 53-19-17-01	LONGITUDE: 84° 16.619' W
	PROJECT LOCATION: LEON COUNTY, FL	ELEVATION (FEET): N/A
	BORING NO.: PL-1	DATE: 5/30/2018
	DRILLER: K. SWEENEY	FLUID LOSS: NONE
DEPTH TO WATER: INITIAL: ∇ 4.0' 24 HR: ∇ N/M		CAVING: <u>C</u> NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/AASHTO	TEST RESULTS	Wc (%)	Wc (%)		N	N-Value	
								10	20		30	40
0	0			LOOSE ORANGE CLAYEY SAND	SC A-6	-200%=37 LL=24 PI=11	18	10	20	4	10	20
				LOOSE GRAY CLAYEY SAND			14	10	20		30	40
	5						17	10	20			
							20	10	20			
							14	10	20			
							23	10	20	3	10	20
2.5	10											
5	15											
7.5	25											
10	30											
	35											

NOTES: N/M MEANS NOT MEASURED
N/A MEANS NOT AVAILABLE

ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC. 104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253 Fax #: (850) 385-8050	PROJECT: DRAINAGE IMPROVEMENTS AT CR 155 (N)	HAMMER TYPE: AUTOMATIC
	CLIENT: STANTEC	LATITUDE: 30° 30.006' N
	PROJECT NO.: 53-19-17-01	LONGITUDE: 84° 16.688' W
	PROJECT LOCATION: LEON COUNTY, FL	ELEVATION (FEET): N/A
	BORING NO.: SA-1	DATE: 5/30/2018
	DRILLER: O. GOMEZ	FLUID LOSS: NONE
DEPTH TO WATER: INITIAL: ∇ 3.0' 24 HR: ∇ 2.5'		CAVING: ∇ NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/AASHTO	TEST RESULTS	Wc (%)	Wc (%)		N	N-Value	
								10	20		30	40
0	0			VERY LOOSE GRAY SILTY FINE SAND	SM A-2-4	-200%=16	21			2		
							17			2		
				LOOSE GRAY CLAYEY FINE SAND	SC A-2-6	-200%=29	20			3		
	5						14			4		
							17			7		
2.5							26			3		
	10			LOOSE GRAY CLAYEY SAND	SC A-6	-200%=49 LL=38 PI=15	22			6		
							28			4		
							24			4		
15												
5												
	20											
7.5												
	25											
	30											
10												
	35											

NOTES: N/M MEANS NOT MEASURED
N/A MEANS NOT AVAILABLE

APPENDIX D
SOIL CLASSIFICATION DATA

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS AT CR 155 (N MERIDIAN RD) AND JOHN HANCOCK DR GEOTECHNICAL INVESTIGATION

Client: STANTEC

Project No.: 53-19-17-01

Boring: BC-1

Location: LEON COUNTY, FL

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Description
0.0-0.5	7												SC	A-2-6	LOOSE GRAY CLAYEY FINE SAND
1.0-1.5	9	100	100	96	87	70	46	26	24	12			SC	A-2-6	LOOSE GRAY CLAYEY FINE SAND
2.0-2.5	13											7	SC	A-2-6	LOOSE GRAY CLAYEY FINE SAND
3.0-3.5	12												SC	A-2-6	LOOSE GRAY CLAYEY FINE SAND
4.0-4.5	14	100	100	99	96	85	58	41	30	14			SC	A-6	LOOSE GRAY CLAYEY SAND
5.0-5.5	17											5	SC	A-6	LOOSE GRAY CLAYEY SAND
6.0-6.5	21												SC	A-6	LOOSE GRAY CLAYEY SAND
7.0-7.5	20											3	SC	A-6	LOOSE GRAY CLAYEY SAND
7.5-9.0	20											4	SC	A-6	LOOSE GRAY CLAYEY SAND
9.0-10.5	21	100	100	100	97	87	64	49				4	SC	A-6	LOOSE GRAY CLAYEY SAND
10.5-12.0	21											4	SC	A-6	LOOSE GRAY CLAYEY SAND
12.5-14.0	18											4	SC	A-6	LOOSE GRAY CLAYEY SAND
15.0-16.5	23											8	SC	A-6	LOOSE GRAY

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS AT CR 155 (N MERIDIAN RD) AND JOHN HANCOCK DR GEOTECHNICAL INVESTIGATION

Client: STANTEC

Project No.: 53-19-17-01

Boring: BC-1

Location: LEON COUNTY, FL

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Description
															CLAYEY SAND
17.5-19.0	20	100	100	100	99	88	58	37	23	11		6	SC	A-6	LOOSE ORANGE CLAYEY SAND
20.0-21.5	21											4	SC	A-6	LOOSE ORANGE CLAYEY SAND
22.5-24.0	19											8	SC	A-6	LOOSE ORANGE CLAYEY SAND
25.0-26.5	24											7	CL	A-6	STIFF ORANGE SANDY CLAY
27.5-29.0	28											6	CL	A-6	STIFF GRAY AND ORANGE SANDY CLAY
30.0-31.5	28											3	CL	A-6	FIRM GRAY AND ORANGE SANDY CLAY
32.5-34.0	27	100	100	99	97	89	69	54	39	20		3	CL	A-6	FIRM GRAY AND ORANGE SANDY CLAY
35.0-36.5	24											5	CL	A-6	FIRM GRAY AND ORANGE SANDY CLAY
38.0-40.0	23											9	CL	A-6	STIFF GRAY AND ORANGE SANDY CLAY

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS AT CR 155 (N MERIDIAN RD) AND JOHN HANCOCK DR GEOTECHNICAL INVESTIGATION

Client: STANTEC

Project No.: 53-19-17-01

Boring: CS-1

Location: LEON COUNTY, FL

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Description
0.0-1.5	38										5.9	1	SC	A-6	VERY LOOSE DARK GRAY ORGANIC CLAYEY SAND
1.5-3.0	21	100	100	100	97	85	57	37	25	12		5	SC	A-6	LOOSE GRAY CLAYEY SAND
3.0-4.5	23											4	SC	A-6	LOOSE GRAY CLAYEY SAND
4.5-6.0	22											4	SC	A-6	LOOSE GRAY CLAYEY SAND
6.0-7.5	26	100	100	100	98	87	57	41	27	11		3	SC	A-6	LOOSE GRAY CLAYEY SAND
7.5-9.0	24											3	SC	A-6	LOOSE GRAY CLAYEY SAND
9.0-10.5	25											5	SC	A-6	LOOSE GRAY CLAYEY SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS AT CR 155 (N MERIDIAN RD) AND JOHN HANCOCK DR GEOTECHNICAL INVESTIGATION

Client: STANTEC

Project No.: 53-19-17-01

Boring: PC-1

Location: LEON COUNTY, FL

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Description
0.0-0.5	14												SM	A-2-4	LOOSE GRAY SILTY FINE SAND WITH ORGANICS
1.0-1.5	10	100	100	96	84	66	43	25					SM	A-2-4	LOOSE ORANGE SILTY FINE SAND
2.0-2.5	14											8	SC	A-6	LOOSE GRAY CLAYEY SAND
3.0-3.5	21	100	100	100	97	87	64	49					SC	A-6	LOOSE GRAY CLAYEY SAND
4.0-4.5	20												SC	A-6	LOOSE GRAY CLAYEY SAND
5.0-5.5	20											4	SC	A-6	LOOSE GRAY CLAYEY SAND
6.0-6.5	22												SC	A-6	LOOSE GRAY CLAYEY SAND
7.0-7.5	22											3	SC	A-6	LOOSE GRAY CLAYEY SAND
7.5-9.0	20	100	100	100	97	84	54	38	32	13		7	SC	A-6	LOOSE GRAY CLAYEY SAND
9.0-10.5	20											3	SC	A-6	LOOSE GRAY CLAYEY SAND
10.5-12.0	24											4	SC	A-6	LOOSE GRAY CLAYEY SAND
13.0-15.0	24											3	SC	A-6	LOOSE GRAY CLAYEY SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS AT CR 155 (N MERIDIAN RD) AND JOHN HANCOCK DR GEOTECHNICAL INVESTIGATION

Client: STANTEC

Project No.: 53-19-17-01

Boring: PL-1

Location: LEON COUNTY, FL

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Description
0.0-0.5	18												SC	A-6	LOOSE ORANGE CLAYEY SAND
1.0-1.5	14	100	100	100	97	81	52	37	24	11			SC	A-6	LOOSE GRAY CLAYEY SAND
2.0-2.5	17											4	SC	A-6	LOOSE GRAY CLAYEY SAND
3.0-3.5	20												SC	A-6	LOOSE GRAY CLAYEY SAND
4.0-4.5	14												SC	A-6	LOOSE GRAY CLAYEY SAND
5.0-5.5	23											3	SC	A-6	LOOSE GRAY CLAYEY SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS AT CR 155 (N MERIDIAN RD) AND JOHN HANCOCK DR GEOTECHNICAL INVESTIGATION

Client: STANTEC

Project No.: 53-19-17-01

Boring: SA-1

Location: LEON COUNTY, FL

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Description
0.0-1.5	21											2	SM	A-2-4	VERY LOOSE GRAY SILTY FINE SAND
1.5-3.0	17	100	100	100	97	79	41	16				2	SM	A-2-4	VERY LOOSE GRAY SILTY FINE SAND
3.0-4.5	20	100	100	100	96	79	49	29				3	SC	A-2-6	LOOSE GRAY CLAYEY FINE SAND
4.5-6.0	14											4	SC	A-2-6	LOOSE GRAY CLAYEY FINE SAND
6.0-7.5	17											7	SC	A-6	LOOSE GRAY CLAYEY SAND
7.5-9.0	26											3	SC	A-6	LOOSE GRAY CLAYEY SAND
9.0-10.5	22											6	SC	A-6	LOOSE GRAY CLAYEY SAND
10.5-12.0	28	100	100	99	97	88	66	49	38	15		4	SC	A-6	LOOSE GRAY CLAYEY SAND
13.0-15.0	24											4	SC	A-6	LOOSE GRAY CLAYEY SAND

APPENDIX E
***GRAIN-SIZE DISTRIBUTION
CURVES***

MECHANICAL GRAIN-SIZE ANALYSIS (ASTM D1140-54)

TEST INFORMATION

PROJECT NO.: 53-19-17-01 **DATE:** 6/20/2018
BORING NO.: BC-1 **DEPTH:** 1.0 - 1.5 (FEET)
SOIL DESCRIPTION: CLAYEY FINE SAND
SC / A-2-6

TABULAR TEST RESULTS:

PAGE 1 OF 2

Sieve No.	Diameter (Millimeters)	Percent Passing (%)
4	4.750	100
10	2.000	100
20	0.850	96
40	0.425	87
60	0.250	70
100	0.150	46
200	0.075	26

NOTE: THE FOLLOWING VALUES ARE ESTIMATED FROM THE GRAIN-SIZE DATA

$D_{10} =$ 0.02 * mm

$D_{50} =$ 0.17 mm

$D_{60} =$ 0.20 mm

$D_{85} =$ 0.38 mm

$C_u =$ 10.0 *

WHERE:

C_u = Coefficient Of Uniformity
 * = Estimated Value From Extrapolation of Grain-Size Curve

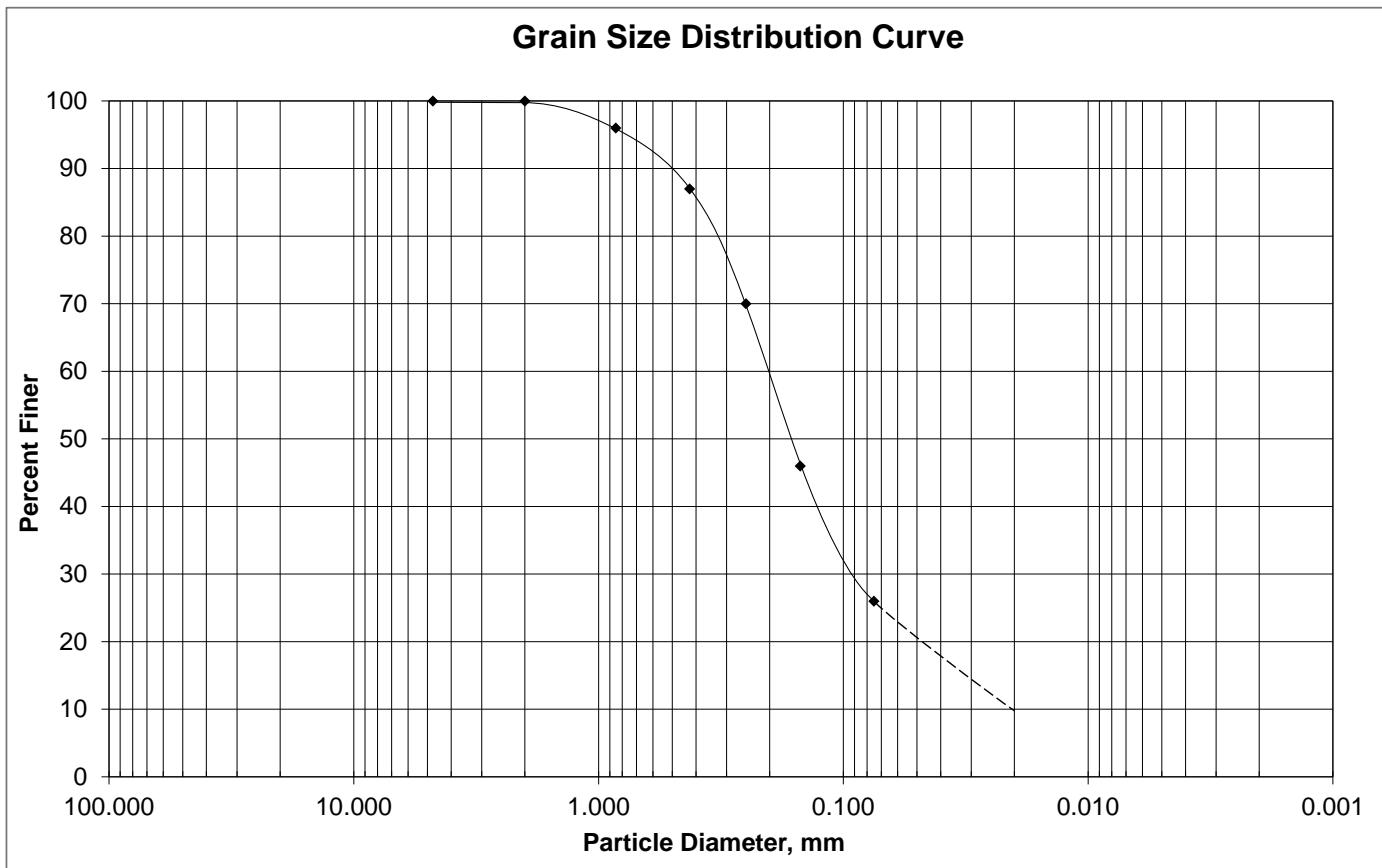
MECHANICAL GRAIN-SIZE ANALYSIS (ASTM D1140-54)

TEST INFORMATION

PROJECT NO.: 53-19-17-01 DATE: 6/20/2018
BORING NO.: BC-1 DEPTH: 1.0 - 1.5 (FEET)
SOIL DESCRIPTION: CLAYEY FINE SAND
SC / A-2-6

GRAPHICAL TEST RESULTS:

PAGE 2 OF 2



ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

MECHANICAL GRAIN-SIZE ANALYSIS (ASTM D1140-54)

TEST INFORMATION

PROJECT NO.: 53-19-17-01 DATE: 6/20/2018
 BORING NO.: BC-1 DEPTH: 4.0-4.5 (FEET)
 SOIL DESCRIPTION: CLAYEY SAND
SC / A-6

TABULAR TEST RESULTS:

PAGE 1 OF 2

Sieve No.	Diameter (Millimeters)	Percent Passing (%)
4	4.750	100
10	2.000	100
20	0.850	99
40	0.425	96
60	0.250	85
100	0.150	58
200	0.075	41

NOTE: THE FOLLOWING VALUES ARE ESTIMATED FROM THE GRAIN-SIZE DATA

D_{10} = N/A mm

D_{50} = 0.13 mm

D_{60} = 0.17 mm

D_{85} = 0.25 mm

C_u = N/A

WHERE:
 C_u = Coefficient Of Uniformity
 N/A = Value Not Available

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

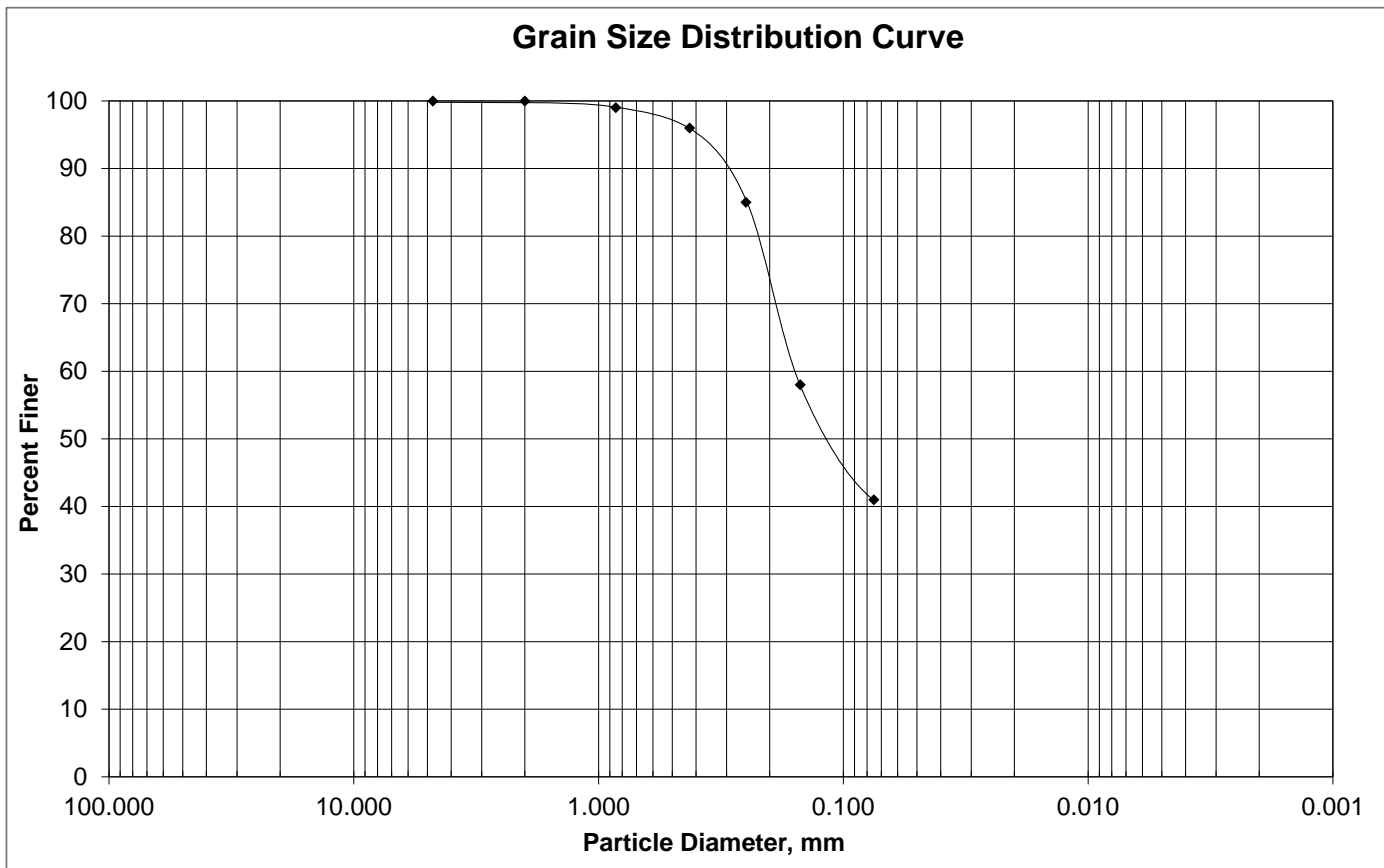
MECHANICAL GRAIN-SIZE ANALYSIS (ASTM D1140-54)

TEST INFORMATION

PROJECT NO.: 53-19-17-01 DATE: 6/20/2018
BORING NO.: BC-1 DEPTH: 4.0-4.5 (FEET)
SOIL DESCRIPTION: CLAYEY SAND
SC / A-6

GRAPHICAL TEST RESULTS:

PAGE 2 OF 2



ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.



Attachment D

Florida Gas and Transmission (FGT) Encroachment Agreement 2019

This Instrument Prepared By and Return To:
Right-of-Way Department/Amy Powell
Florida Gas Transmission Company
2405 Lucien Way, Suite 200
Maitland, Florida 32751

Project No.: 19-221
Tract No.: FLMEA-LEON-026

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this 15th day of November, 2019, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company ("FGT"), with principal offices at 1300 Main Street, Houston, Texas 77002 and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (LEON), whose address is 301 S. Monroe Street, Tallahassee, FL 32301.

WITNESSETH THAT:

WHEREAS, FGT is the owner and holder of an easement under the provisions of that certain Final Judgement dated April 17, 1959, and recorded April 17, 1959, Book 11 Page 411, Official Records, Leon County, Florida, ("Easement Agreement"), covering lands located in Leon County, Florida as described in the Easement Agreement ("Lands"); and

WHEREAS, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains a twenty-four inch (24") natural gas pipeline and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

WHEREAS, LEON seeks consent for two (2) access drives with concrete pads, which elevations must be maintained at all times, as well as a 2' shallow mount guardrail crossing the fifty foot (50') wide FGT easement ("Easement Area") and the Pipeline Facilities as depicted on Exhibit "B" attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement, and as depicted in the Descriptions and Drawings of Encroachment on Exhibit "C" attached hereto and made a part hereof; and

WHEREAS, LEON has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas Pipeline Facilities through the Owned Premises; and

WHEREAS, LEON has requested written consent from FGT to install, construct, maintain, use, operate, repair, replace and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

WHEREAS, FGT is willing to grant such consent upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Encroachment Agreement, FGT and LEON agree as follows:

1. To the extent that FGT has the right to do so, FGT hereby grants consent to LEON to install, construct, maintain, use, operate, repair, replace and enjoy the Encroachment on the Owned Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

A. LEON hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment.

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B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. LEON shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. LEON shall at all times conduct all activities on the Easement Area in such a manner as not to unreasonably interfere with or impede the operation and maintenance of the Pipeline Facilities, as conducted in the past, present or future, in any manner whatsoever.

D. Except as to the Encroachment, LEON shall not construct, plant or create additional improvements of any kind, including but not limited to, fences, sheds, irrigation or drainage systems other than the Encroachment, utilities other than the Encroachment, decking, pole barns, parking lots, roadways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of FGT.

E. LEON understands and agrees that FGT may not have the authority to grant LEON permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that LEON will obtain permission for the Encroachment from the underlying fee owner of the Lands or third parties having an interest in the Owned Premises. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the Easement Agreement.

2. LEON agrees that the Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit "A" attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of LEON.

3. To the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, LEON agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter "FGT Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, to the extent caused by LEON or its employees, contractors, representatives or agents, or to the extent arising out of, or resulting from, or associated with LEON's installation, construction, use, maintenance, repair or replacement of the Encroachment. These terms shall not be construed to waive any statutory or constitutional sovereign immunity rights provided to LEON.

In addition, and only to the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, LEON agrees to indemnify, defend and hold harmless FGT and the FGT Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees, to the extent arising from: (a) LEON's non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area to the extent caused by, arising out of, resulting from, or associated with LEON's installation, construction, use, maintenance, repair or replacement of the Encroachment to the extent that such installation, construction, use, maintenance, repair or replacement of the Encroachment would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise

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Tract No. FLMEA-LEON-026

remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the Easement Area, or (v) constitute a violation of the terms of this Encroachment Agreement. These terms shall not be construed to waive any statutory or constitutional sovereign immunity rights provided to LEON.

4. LEON shall take reasonable steps to protect the Pipeline Facilities at all times during LEON's performance of any work associated with the Encroachment including maintaining a minimum of three feet (3') of cover over the subsurface Pipeline Facilities at all times.

5. FGT agrees that the Encroachment is critical infrastructure to LEON's operations. Should FGT need LEON to temporarily remove or relocate any of the Encroachment within the Easement Area in order for FGT to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities, LEON shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by FGT on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, unless such damage is caused by FGT, or its agents or employees, negligence or willful misconduct.

6. INTENTIONALLY OMITTED.

7. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

8. It is expressly agreed to by and between FGT and LEON that if LEON is in violation of any terms or conditions set forth in this Encroachment Agreement, LEON shall cure such default within sixty (60) days following written notice from FGT to LEON specifying the nature of the default. If, however, the nature of the default or violation is such that it cannot be cured within such sixty (60) day period, LEON shall have begun and be diligently pursuing the cure of such default within the sixty (60) day cure period. In the event that LEON fails to cure the default within the sixty (60) day cure period, (or in the event of a default not capable of being cured within such sixty (60) day period, begun and diligently pursue the cure within the sixty (60) day period) following written notice of default from FGT to LEON, FGT may, following expiration of the sixty (60) day cure period terminate FGT's consent to the Encroachment upon ten (10) days' prior written notice to LEON. LEON expressly agrees that if FGT terminates its consent to the Encroachment based upon LEON's failure to cure a violation of the Encroachment Agreement, LEON will continue to be bound by the terms of the Encroachment Agreement and LEON shall immediately remove any and all of the Encroachment which may be situated on the Easement Area, or if LEON fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of LEON and without any liability whatsoever. If such violation by LEON constitutes or results in an emergency or a dangerous condition, FGT shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights to remove the Encroachment or otherwise cure the violation. The failure of FGT to exercise the option to terminate as to any such violation shall not constitute a waiver of FGT's future right to exercise such option as to the same or any future violation. The non-prevailing party agrees to pay the prevailing party's costs, including reasonable attorneys' fees and costs, arising out of the enforcement of the terms of the Encroachment Agreement. The remedies outlined herein are not exclusive and FGT and LEON do not waive any legal or equitable remedies.

9. The provisions of the Easement Agreement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.

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10. LEON and FGT stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

11. This instrument and the covenants and agreements herein contained shall extend to and be binding upon LEON and the heirs, executors, personal representatives, successors and assigns of LEON and upon FGT and the successors and assigns of FGT and the benefits of this Agreement shall run with the land. This Encroachment Agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

WITNESSES:

Amy Powell
Name: Amy Powell
Jim Johnson
Name: Jim Johnson

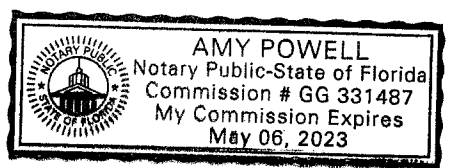
"FGT"
FLORIDA GAS TRANSMISSION COMPANY, LLC

By *David Shellhouse*
DAVID SHELLHOUSE
VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 7th day of November, 2019, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.



Amy Powell
Notary Public
Name (Printed): Amy Powell
My Commission Expires: 5/6/23

WITNESSES:

Jessica J. Gillespie
Name: Jessica J. Gillespie
Daniel J. Rigo
Name: Daniel J. Rigo

"LEON"
LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

By: *Scott Ross*
SCOTT ROSS
Director,
Office of Financial Stewardship

Approved as to Form:
Leon County Attorney's Office

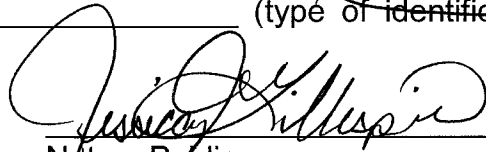
Daniel J. Rigo
Daniel J. Rigo, for
Herbert W. A. Thiele, Esq.
County Attorney

Project No. 19-221
Tract No. FLMEA-LEON-026

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY LEON

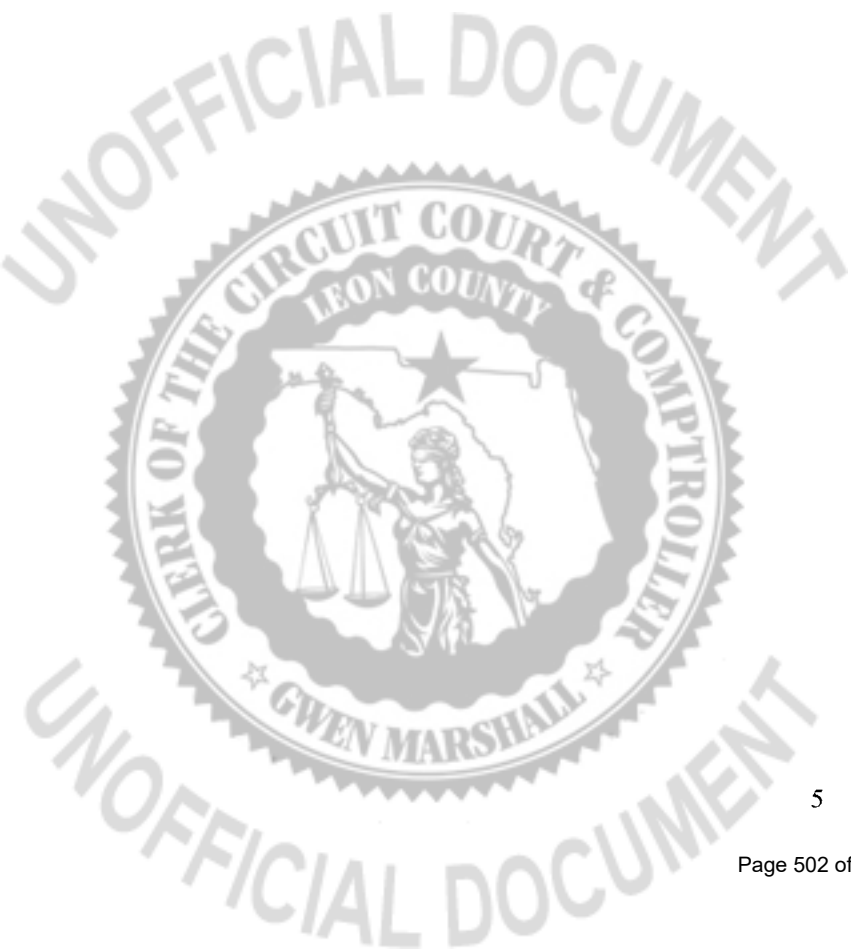
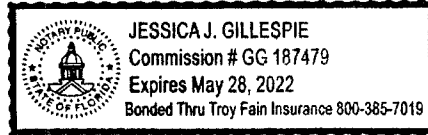
The foregoing instrument was acknowledged before me on this 15th day of November, 2019, by SCOTT ROSS, DIRECTOR, OFFICE OF FINANCIAL STEWARDSHIP of **LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.



Notary Public

Name (Printed): Jessica J. Gillespie

My Commission Expires: 5.28.2022



Project No. 19-221
Tract No. FLMEA-LEON-026

EXHIBIT "A"
Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated November 15, 2019
By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

1. No work can be done in FGT's Easement Area unless FGT has reviewed and approved the plans and an agreement in writing has been entered into between FGT and LEON. Any encroachment consented to by FGT shall not interfere with the operation, maintenance, and access of FGT's pipeline facilities, including but not limited to, close interval surveys; leak detection surveys; pipeline patrol, pipeline marking and similar activities.
2. LEON shall provide a minimum of forty-eight (48) hours' notice to FGT prior to any installation, construction, excavation, or demolition work on the Easement Area. To ensure further safety, LEON must call appropriate ONE CALL for a locate by calling 811. An FGT representative must be present when any work is done on the easement area. The onsite FGT representative will have the authority to shutdown work by the LEON if the LEON's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in LEON's safety meetings. This provision applies each time FGT's pipeline facilities are crossed.
3. Existing ground elevation is to be maintained.
4. For vehicles and/or construction equipment requesting approval to cross FGT's facilities, each crossing location will be reviewed on a case-by-case, site-specific basis and will require the surveyed elevation of the pipeline and/or facility verified by an FGT field representative to be performed by the party requesting the crossing encroachment and submitted to FGT. The execution of a wheel load calculation must be completed and approved by FGT prior to crossing FGT's facilities for every vehicle and/or construction equipment requesting to cross. FGT may require matting or other suitable material be installed to achieve the necessary support for such crossing. This too will be site specific and case-by-case only.
5. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six (36") of undisturbed or compacted soil, shall be maintained within the easement area. All roads must cross the easement at a ninety degree (90°) angle.
6. Upon completion of paragraph 1, sidewalks, trails and bike paths may cross FGT's pipelines at a ninety degree (90°) angle provided the width does not exceed forty-eight inches (48").
7. When crossing an FGT pipeline (via drill or open lay) LEON must visually verify the elevation of the pipeline both vertically and horizontally, by an FGT approved method such as vacuum excavation with an FGT field representative on-site at all times during this operation. When using directional drill method, a minimum vertical clearance of ten feet (10') from the pipeline is required across the entire easement.
8. Where the encroachment includes utilities, all such utilities crossing the easement area must have a minimum separation of twenty-four inches (24") between the utility and the FGT pipeline(s) at the point of crossing and must cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the easement area and the top of the subsurface pipeline facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the easement area. All proposed aerial crossings will be reviewed on a case-by-case basis.
9. Where consent for fiber optic, telephone and/or cable television lines has been granted, lines must be placed in a rigid non-metallic conduit across the entire easement width with bags of concrete-mix placed directly above and below the conduit across the confines of the easement. Orange warning burial tape must be placed a minimum of 18" directly above the cable across the width of the easement. Crossings must be clearly and permanently marked on each side of the easement with permanent identification.
10. Where consent for utility lines has been granted, electric lines must be encased in pvc or steel throughout the entire easement area. Cables energized to 600 volts or more must cross a minimum of three feet (3') below the subsurface pipeline facilities, and also be encased in concrete, color coded red, across the entire easement width, and have external, spiral wound, neutrals grounded on each side of the easement.

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The cable crossing should be clearly and permanently marked on each side of the easement where permissible.

11. Where consent for fencing has been granted, LEON must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the easement area. Posthole excavations for fencing placed on the easement area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the pipeline facilities or closer than six feet (6') on either side of the pipeline facilities. Any exceptions will be determined by FGT management. Any such fence shall be constructed and maintained by LEON in such a manner that does not prevent FGT personnel from viewing the easement area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT pipeline facilities will be allowed within the easement area. FGT's access to its pipeline facilities shall be maintained by LEON. If the gate is locked with LEON's lock, LEON shall provide FGT with keys or allow a FGT lock to enable access.

12. No retention ponds, ditches or swales shall be allowed within the easement area.

13. No roto-mixing or vibrating machinery is allowed within the easement area.

14. When conducting pile driving operations, LEON shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.

15. Excavations that expose the FGT pipeline must follow OSHA standards. Time will be allowed for a FGT representative to inspect and make coating repairs as the subsurface pipeline facilities are exposed.

16. Twelve inches (12") of backfill around the subsurface pipeline facilities shall be sand or clean fill; free of rocks and debris.

17. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT Engineering and approved by FGT management prior to allowing any more than the twenty feet (20') of exposed pipe.

18. With prior approval and an FGT representative on site at all times, excavation equipment equipped with toothless buckets may be allowed to dig or excavate within three (3) feet of the pipeline facilities. All other construction/excavation equipment will not be allowed to perform any excavation within three feet (3') of the pipeline facilities. All mechanical excavation performed within three feet (3') of the pipeline will be performed parallel to the pipeline (i.e. track-hoe may not reach over the pipeline to dig on the opposite side of the pipeline).

19. All excavation within twenty-four (24") from the top or thirty-six inches (36") from the side or bottom of the pipeline shall be by manual means. After top exposure, excavation up to twenty four inches (24") from the side or bottom of the exposed pipeline may proceed by mechanical means if the FGT representative is satisfied it may be done safely with the equipment and operator available.

20. Barriers adequate to prevent vehicular damage to any exposed pipeline facilities shall be installed and maintained at all times.

21. All FGT pipeline facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.

22. No installation, construction, excavation, or demolition work shall be performed within the Easement Area on weekends or holidays unless prior arrangements have been made between LEON and FGT.

23. LEON shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). The fence must be maintained for the duration of the development or construction activity.

24. Where consent for landscaping has been granted, LEON shall not plant shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the pipeline facilities. No trees shall be planted on the easement.

25. These Engineering and Construction Specifications may address activities on the Easement Area for which FGT has not granted consent to LEON to include as part of the Encroachment. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, FGT's consent is

Project No. 19-221
Tract No. FLMEA-LEON-026

and shall be limited to the Encroachment as described and limited by the Encroachment Agreement to which this Exhibit is attached.

EXHIBIT "B"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT

Dated November 15, 2019

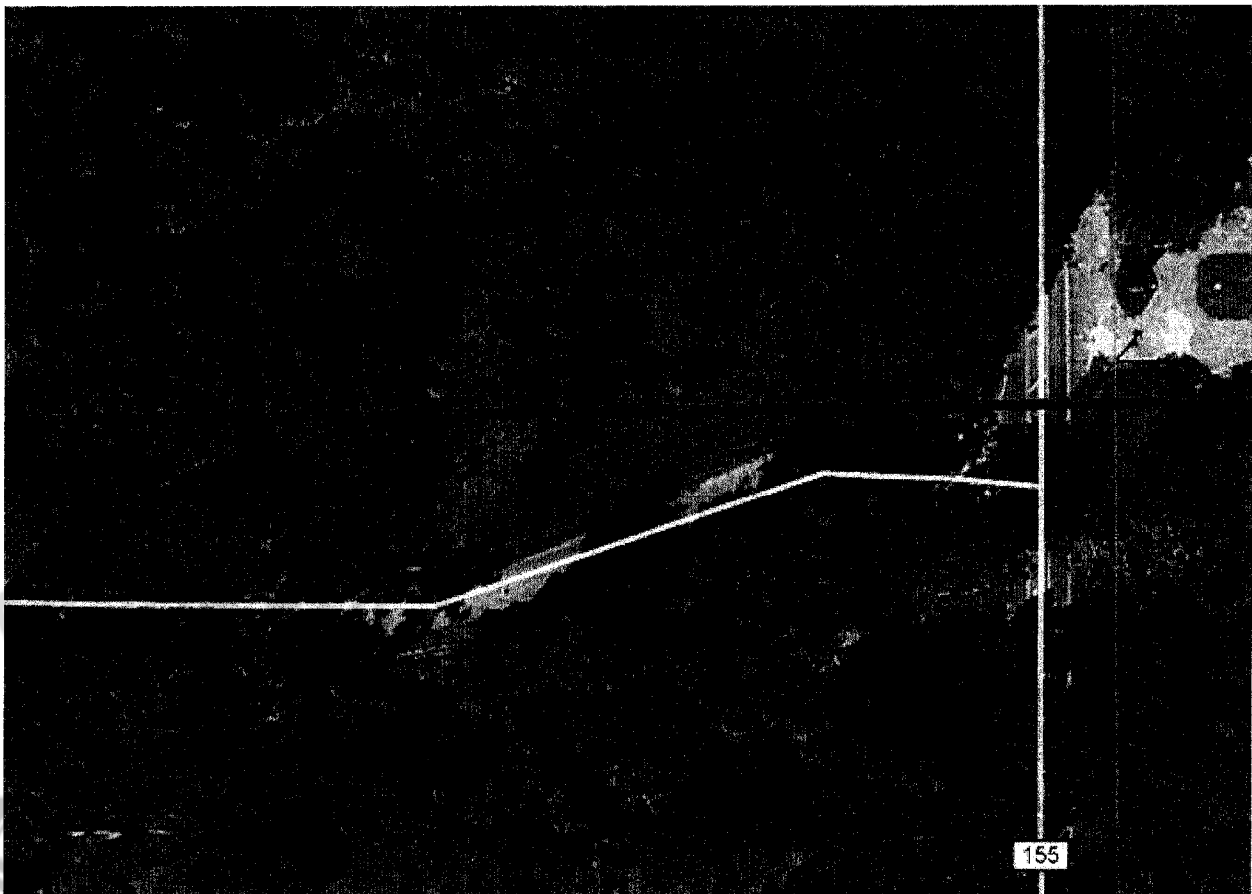
By and between

FLORIDA GAS TRANSMISSION COMPANY, LLC

and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

DESCRIPTION OF THE EASEMENT AREA

Beginning at a point in the East line of said Section 12, said point being 20 feet southerly from the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 12, thence running South 88 degrees 37 minutes West 713.73 feet, thence South 88 degrees 40 minutes West 530.08 feet, thence South 88 degrees 39 minutes West 877.8 feet to its point of exit in the Western property line of said property at a point 264.9 feet, North 41 degrees 18 minutes East of property corner.



UNOFFICIAL DOCUMENT

Project No. 19-221
Tract No. FLMEA-LEON-026

EXHIBIT "C"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT

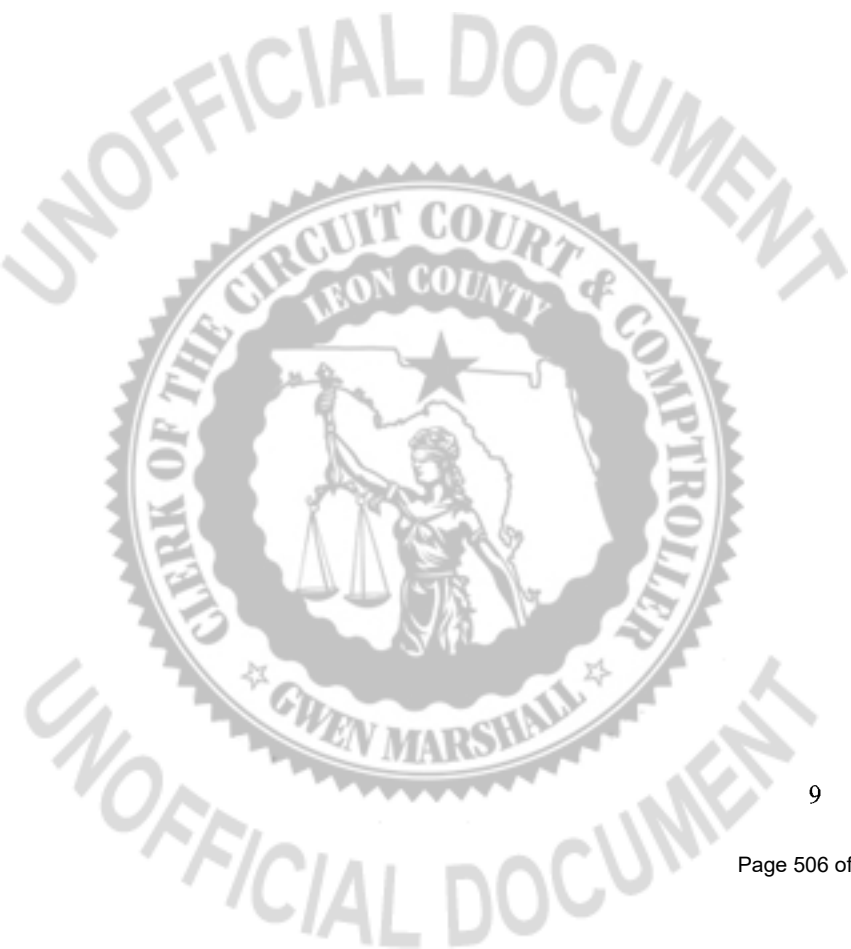
Dated November 15, 2019

By and between

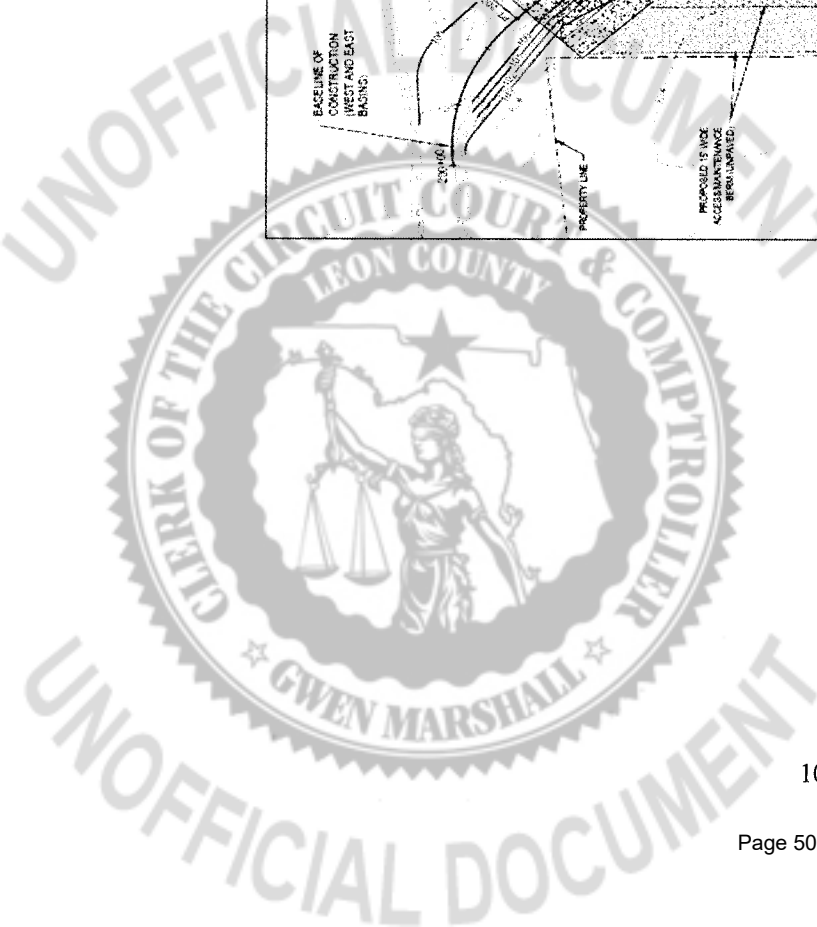
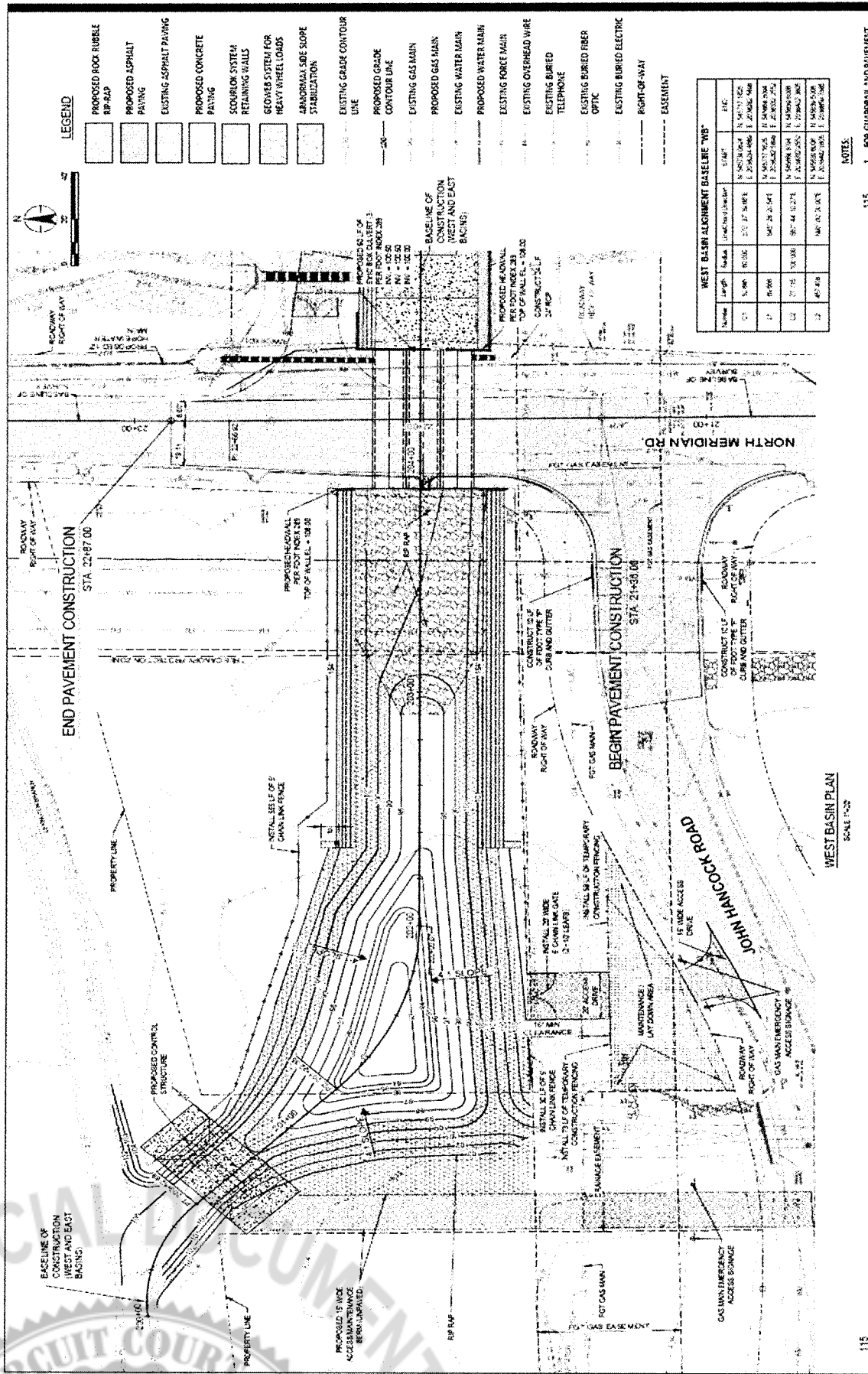
FLORIDA GAS TRANSMISSION COMPANY, LLC

and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

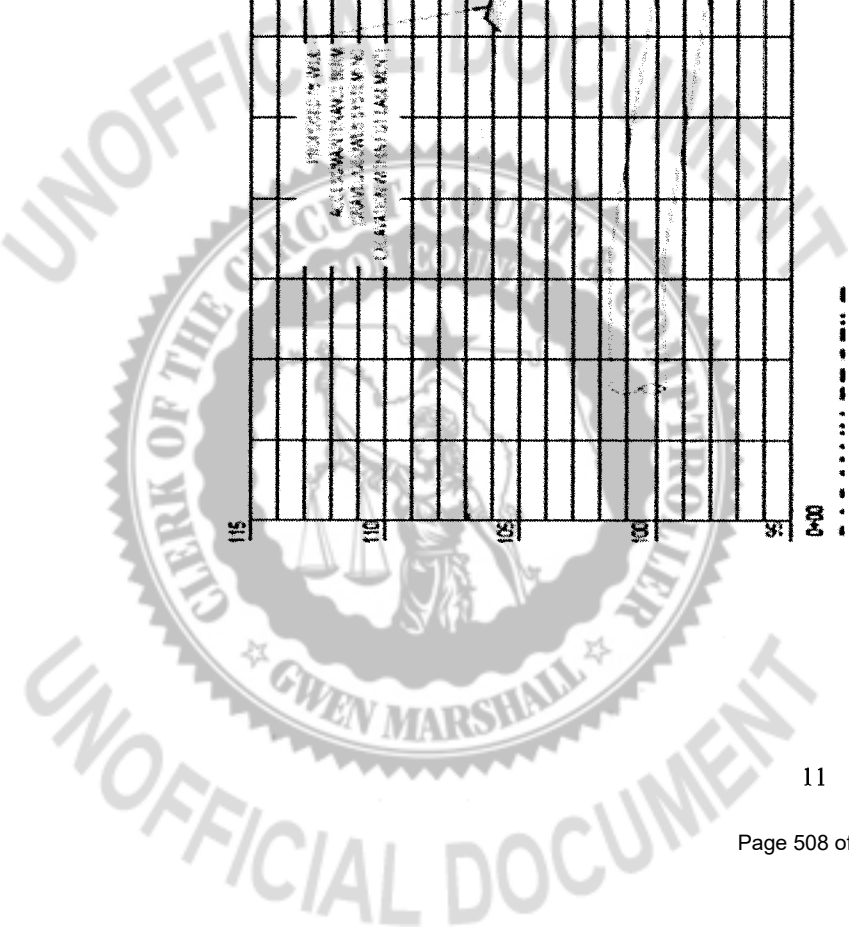
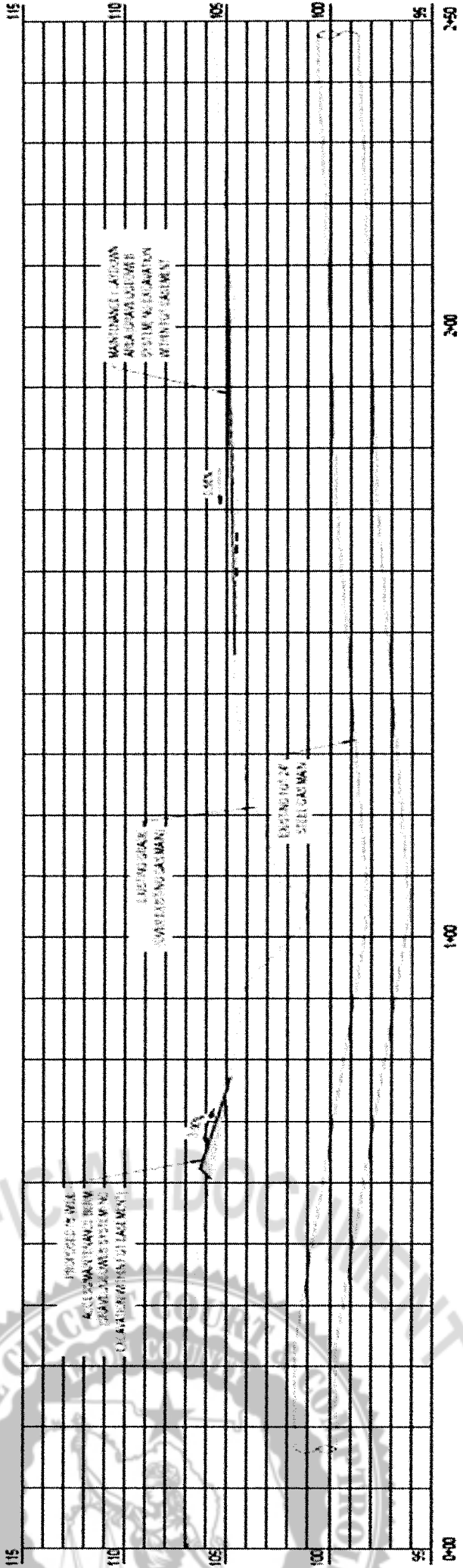
DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT



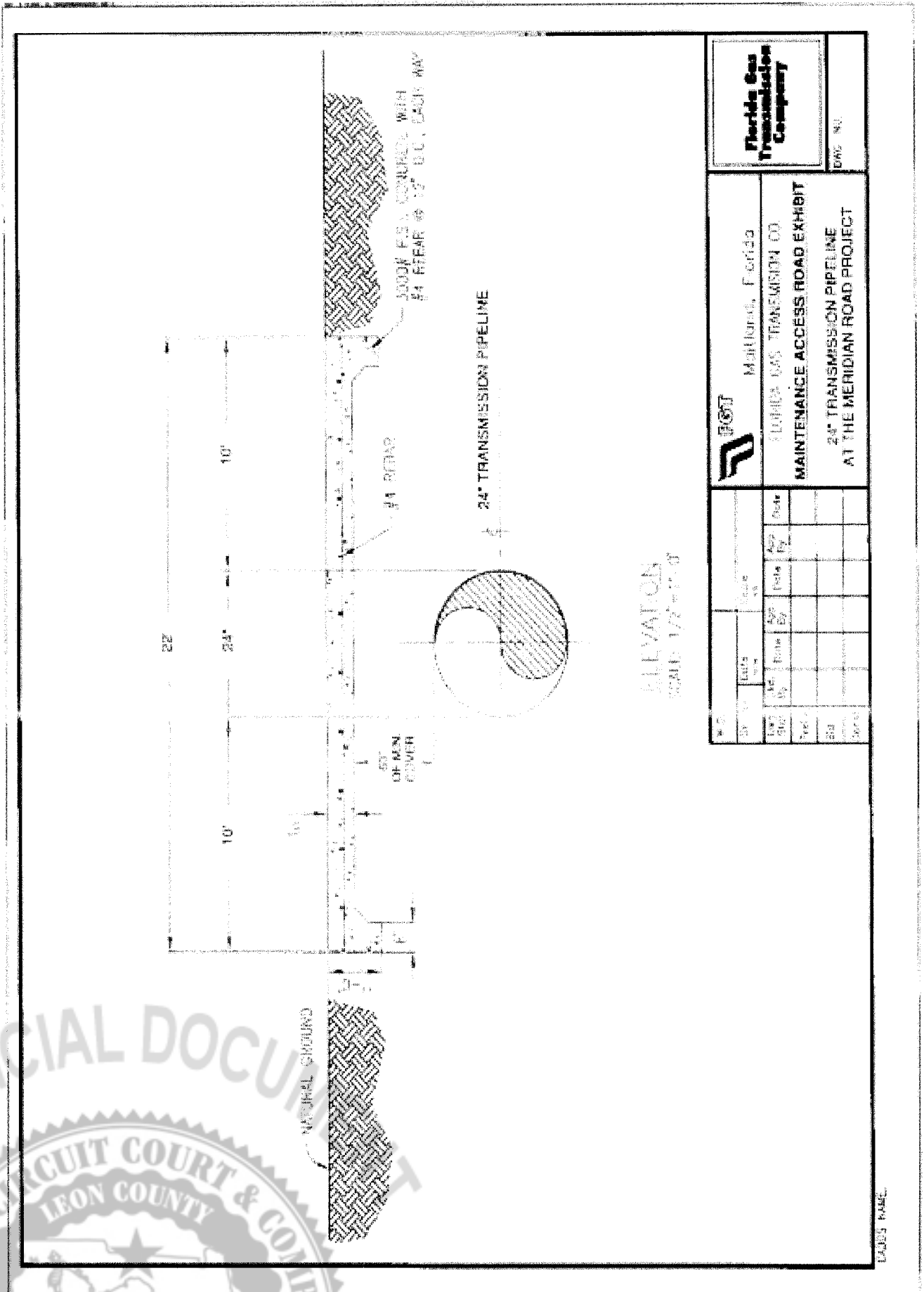
Project No. 19-221
Tract No. FLMEA-LEON-026




Project No. 19-221
Tract No. FLMEA-LEON-026

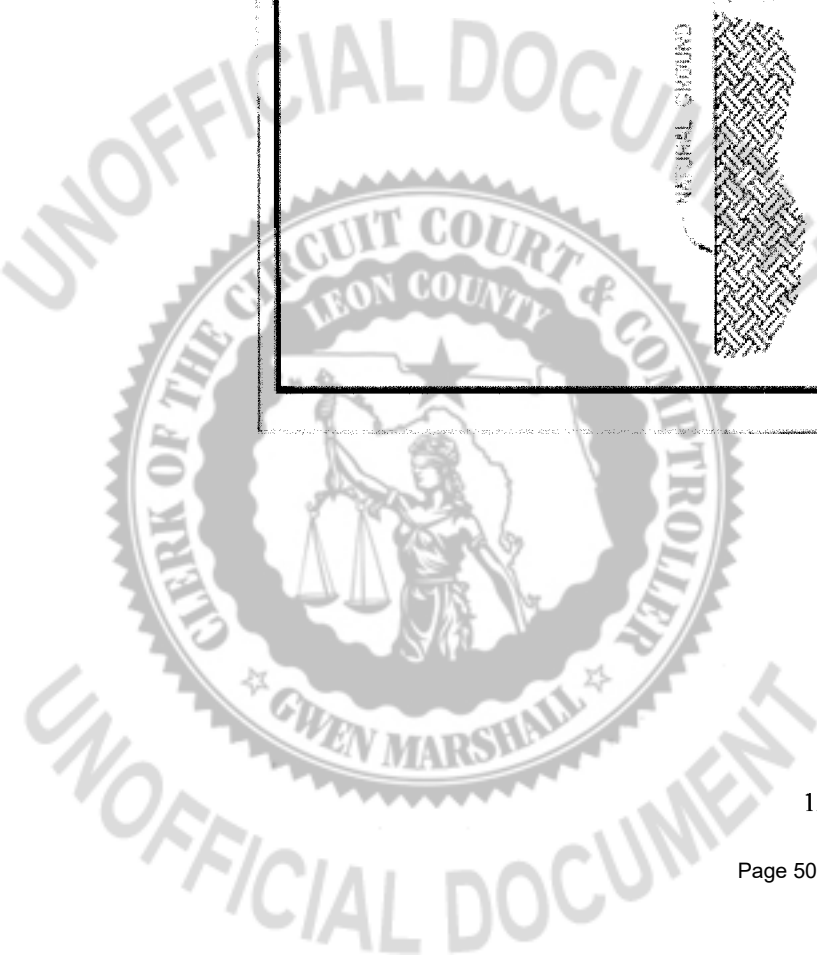


Project No. 19-221
Tract No. FLMEA-LEON-026



 Maitland, Florida FLORIDA GAS TRANSMISSION CO. MAINTENANCE ACCESS ROAD EXHIBIT 24" TRANSMISSION PIPELINE AT THE MERIDIAN ROAD PROJECT		Florida Gas Transmission Company			
		DWG NO.			
NO.	DATE	BY	SCALE	DATE	BY


LMDS: KASE



Project No. 19-221
Tract No. FLMEA-LEON-026

DATE: 12/11/19

NO.	DATE	NO.	DATE	NO.	DATE



ENCASED POST FOR SHALLOW MOUNT

INSTALL SECTION

NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 2. ALL REINFORCING SHALL BE #4 @ 12" O.C. 3. CONCRETE SHALL BE 3000 PSI STRENGTH. 4. SEE PLAN FOR BAR LOCATIONS AND ELEVATIONS. 5. SEE ELEVATION FOR FINISH ELEVATION.

DATE: 12/11/19

FRAMING LEAF-OUT FOR CONCRETE SURFACE MOUNT

FRAMING SECTION

NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 2. ALL REINFORCING SHALL BE #4 @ 12" O.C. 3. CONCRETE SHALL BE 3000 PSI STRENGTH. 4. SEE PLAN FOR BAR LOCATIONS AND ELEVATIONS. 5. SEE ELEVATION FOR FINISH ELEVATION.

DATE: 12/11/19

BARRIER DIMENSIONS

SECTION

NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 2. ALL REINFORCING SHALL BE #4 @ 12" O.C. 3. CONCRETE SHALL BE 3000 PSI STRENGTH. 4. SEE PLAN FOR BAR LOCATIONS AND ELEVATIONS. 5. SEE ELEVATION FOR FINISH ELEVATION.

DATE: 12/11/19

REINFORCED POST SPACING FOR BALARDS

DETAIL - OVERPASS/UNDERPASS

NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 2. ALL REINFORCING SHALL BE #4 @ 12" O.C. 3. CONCRETE SHALL BE 3000 PSI STRENGTH. 4. SEE PLAN FOR BAR LOCATIONS AND ELEVATIONS. 5. SEE ELEVATION FOR FINISH ELEVATION.

DATE: 12/11/19

STEEL POSTS

SECTION

NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 2. ALL REINFORCING SHALL BE #4 @ 12" O.C. 3. CONCRETE SHALL BE 3000 PSI STRENGTH. 4. SEE PLAN FOR BAR LOCATIONS AND ELEVATIONS. 5. SEE ELEVATION FOR FINISH ELEVATION.

DATE: 12/11/19

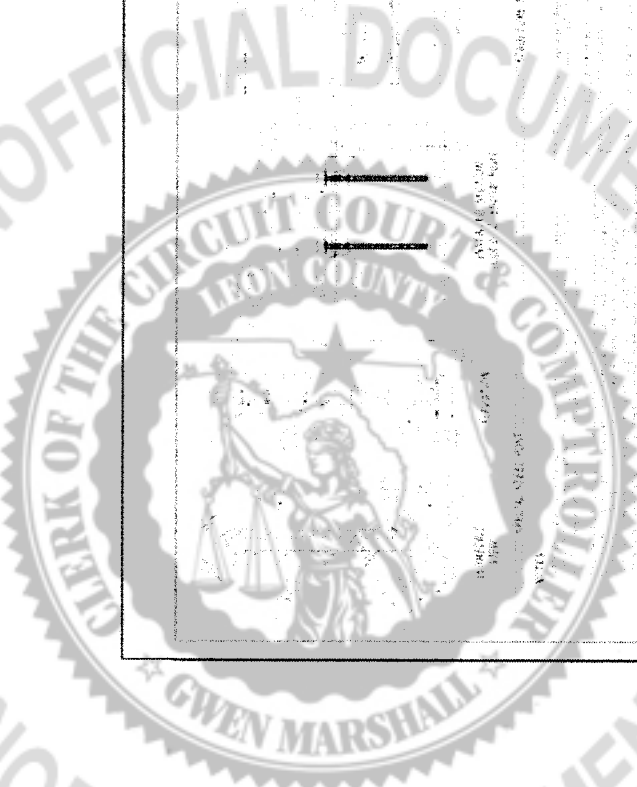
BUTTON HEAD BOLT SYSTEM

SECTION

NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 2. ALL REINFORCING SHALL BE #4 @ 12" O.C. 3. CONCRETE SHALL BE 3000 PSI STRENGTH. 4. SEE PLAN FOR BAR LOCATIONS AND ELEVATIONS. 5. SEE ELEVATION FOR FINISH ELEVATION.

DATE: 12/11/19

UNOFFICIAL DOCUMENT





Attachment E

Florida Dept of Environmental Protection(FDEP)

**Environmental Resource Permit
GEN-073-289742-1**

November 01, 2019

Charles Wu
Leon County Public Works
2280 Miccosukee Road
Tallahassee, FL 32308

RE: Notice of Final Agency Action – Determination of Qualification
General Environmental Resource Permit
Project Number: GEN-073-289742-1
Permit Name: Meridian Road Drainage Improvements / Tallahassee, FL

Dear Charles Wu:

The District has received your notice of intent to use a General Environmental Resource Permit. Based upon the submitted information, the proposed activity qualifies for a General Environmental Resource Permit pursuant to Chapter 62-330, Florida Administrative Code (F.A.C.). The proposed activity is subject to the general conditions in Rule 62-330.405, F.A.C. (see attached Exhibit A) and the specific conditions (see attached Exhibit B) if any. Deviations from these conditions may subject you to enforcement action and possible penalties. You are responsible for conducting construction in a manner that satisfies all criteria.

Please be advised that the District has not published a notice in the newspaper advising the public that this activity has qualified for the use of a General Environmental Resource Permit. Publication, using the District form, notifies the public of their right to challenge the issuance of this permit. If proper notice is given by publication, third parties have a 21-day time limit to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the permit extends for an indefinite period of time. If you wish to have certainty that the period for filing such a challenge is closed, then you may publish, at your own expense, such a notice in a newspaper of general circulation. A copy of the form of the notice and a list of newspapers of general circulation is attached for your information. If you do publish a notice, please submit a copy of the published notice to the District for our records.

This verification of qualification to use a General Environmental Resource Permit does not eliminate the need for obtaining all necessary permits or approvals from other agencies.

Should you have any questions regarding your permit or its conditions, please contact your permit reviewer, Ken Greenwood, at (850) 539-5999 or by e-mail: Ken.Greenwood@nfwater.com and Brandon Winter, at (850) 539-5999 or by e-mail: Brandon.Winter@nfwater.com

Sincerely,



Andrew Joslyn
ERP Bureau Chief

cc:

Consultant:
Audra Hayden, E.G.S.

Enc:

Notice of Rights
Sample Newspaper Notice

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
GENERAL ENVIRONMENTAL RESOURCE PERMIT**

PERMIT NO: GEN-073-289742-1 **DATE ISSUED:** November 01, 2019
PROJECT NAME: Meridian Road Drainage Improvements / Tallahassee, FL

A PERMIT AUTHORIZING:

The use of Subsection 62-330.451, F.A.C. – General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities. The retrofit activities include drainage improvements to alleviate flooding along Meridian Road in Tallahassee, (Leon County). The improvements/retrofit activities include the installation of three 5-foot by 10-foot box culverts that will route stormwater draining from the Ford’s Arm South Watershed under Meridian Road, as well as the construction of sump areas on both the east and west side of Meridian Road to act as sedimentation collection basins and to provide attenuation. Two 24-inch RCP culverts are to be installed approximately 550 feet north of the Ford Arm crossing to divert upstream flow from the east side of Meridian Road to the west side. Existing driveway and roadway culverts along Lexington Road will be replaced or updated. Wetland impacts to approximately 0.131 acres of other surface waters (ditches) are authorized. The proposed activities are in accordance with the submitted plans prepared by Environmental and Geotechnical Specialist, Inc.

Leon County

ISSUED TO:

Leon County Public Works
2280 Miccosukee Road
Tallahassee, FL 32308

Permittee agrees to hold and save the Northwest Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

The use of a General Environmental Resource permit does not convey to permittee any property rights or any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

Activities conducted under this permit are subject to the following conditions:

See conditions on attached “Exhibit A”, dated November 01, 2019

AUTHORIZED BY: Northwest Florida Water Management District
Division of Resource Regulation

By:



Andrew Joslyn
ERP Bureau Chief

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER GEN-073-289742-1
Meridian Road Drainage Improvements / Tallahassee, FL
DATED November 01, 2019

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.
3. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.
9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.
10. A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during,

and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, available at www.dep.state.fl.us/water/wetlands/docs/erp/FLERosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
 - b. The maximum width of the construction access area shall be limited to 15 feet;
 - c. All mats shall be removed within 72 hours after the work commences; and
 - d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in a general permit, activities must not:
 - a. Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
 - b. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or
16. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
17. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
 - a. All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - b. All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - c. All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
 - d. Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
 - e. Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.



NOTICE OF RIGHTS



Northwest Florida Water Management District
152 Water Management Drive, Havana, FL 32333-4712
(850) 539-5999 Fax (850) 539-2693
www.nfwwater.com

The following information addresses procedures to be followed if you desire an administrative hearing or other review of agency action.

PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

Any person whose substantial interests are or may be affected by the action described in the enclosed Notice of Agency Action, may petition for an administrative hearing in accordance with the requirements of section 28-106.201, Florida Administrative Code, or may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes, before the deadline for filing a petition. Pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement. Petitions for an administrative hearing must be filed with the Agency Clerk of the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-9700 by the deadline specified in the attached cover letter. Failure to file a petition within this time period shall constitute a waiver of any rights such person may have to request an administrative determination (hearing) under section 120.57, Florida Statutes, concerning the subject permit application. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

DISTRICT COURT OF APPEAL

A party who is adversely affected by final agency action on the permit application and who has exhausted available administrative remedies is entitled to judicial review in the District Court of Appeal pursuant to section 120.68, Florida Statutes. Review under section 120.68, Florida Statutes, is initiated by filing a Notice of Appeal in the appropriate District Court of Appeal in accordance with Florida Rule of Appellate Procedure 9.110.

SECTION 28-106.201, FLORIDA ADMINISTRATIVE CODE, INITIATION OF PROCEEDINGS

- (1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.
- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.
- (3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

Rulemaking Authority 14.202, 120.54(3), (5) FS. Law Implemented 120.54(3) FS. History—New 4-1-97, Amended 9-17-98, 1-15-07, 2-5-13.

NOTICING PUBLICATION INFORMATION

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county where the proposed activities are to occur. Publication of notice informs "third parties" of their right to have a 21-day time limit in which to file a petition opposing the District's action. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frame state above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication is attached. You may use this format or create your own, as long as the essential information is included.

If you do decide to publish a Notice of Final Agency Action, please provide the District a copy of the Proof of Publication when you receive it. That will provide us notice that action on this permit application is closed after the 21 days following publication.

Notice of Final Agency Action Taken by the Northwest Florida Water Management District

Notice is given that Environmental Resource permit number GEN-073-289742-1 was issued on November 01, 2019 to Charles Wu Leon County Public Works for the construction of a new surface water management system designed as a retrofit to provide drainage improvements and additional storage to alleviate flooding along Meridian Road in Tallahassee, (Leon County). The proposed retrofit will include the installation of three 5-foot by 10-foot box culverts that will route stormwater draining from the Fords Arm South watershed under Meridian Road, construction of sump areas to act as sediment collection and to provide attenuation, the installation of two 24-inch RCP culverts to divert upstream flow from the east side of Meridian Road to the west side, and replacing and upgrading existing driveway and roadway culverts along Lexington Road. The proposed project appears to meet the criteria listed under Section 62-330.451 - General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities. The project is located at North Meridian Road & Lexington Road, Tallahassee, FL , Leon County.

The application file is available online and can be accessed through the District's e-Permitting Portal at: <https://permitting.sjrwmd.com/nwep Permitting/jsp/Search.do?theAction=PermitNumSearch>. If you have any questions or are experiencing difficulty viewing the electronic application, please contact us at (850) 951-4660.

A person whose substantial interests are affected by the District permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57 F.S., or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-404, Florida Administrative Code. Petitions must comply with the requirements of Florida Administrative Code, Chapter 28-106 and be filed with (received by) the District Clerk located at District Headquarters, 81 Water Management Drive, Havana, FL 32333-4712. Petitions for administrative hearing on the above application must be filed within twenty-one (21) days of publication of this notice or within twenty-six (26) days of the District depositing notice of this intent in the mail for those persons to whom the District mails actual notice. Failure to file a petition within this time period shall constitute a waiver of any right(s) such person(s) may have to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., concerning the subject permit. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceedings, in accordance with the requirements set forth above.



Attachment F

Utility Work Schedule – Water



Utility Work Schedule (by addendum)



Attachment G

Utility Work Schedule - Gas



Utility Work Schedule (by addendum)

Bid Title: Invitation to Bid for Meridian Road Drainage Improvements Project

Bid Number: BC-02-13-20-31

Opening Date: February 13, 2020



RESPONSE SHEET

County, reserves the right to accept or reject any and/or all bids

Shelly W. Kelley
Purchasing Director

Bryan Desloge, Chairman
Leon County Government

and firm/individual by the undersigned authorized representative.

Sandco, LLC

(Firm
Name)

Behzad Ghazvini
(Authorized Representative)

Behzad Ghazvini

(Printed or Typed Name)

4708 Capital Circle NW

Tallahassee, FL 32303

bmyrick@sandcofl.com

TELEPHONE

850-205-5218

FAX

850-402-7674

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 1/23/2020 Initials SG

Addendum #2 dated 1/24/2020 Initials SG

Addendum #3 dated 1/30/2020 Initials SG

Addendum #4 dated 02/05/2020 Initials SG

Base Bid: \$2,893,933.00

Add Alternate 1: 10,000.00

Add Alternate 2: 41,500.00



SANDCO, LLC

2/3/2020 UNIT PRICING SHEET

2ND REVISION - ATTACHMENT H

**MERIDIAN ROAD DRAINAGE IMPROVEMENTS
FEBRUARY 3, 2020**

Bidders to provide unit prices for the following items:

FDOT Pay Item No.	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost (\$)	Cost
0101-1	MOBILIZATION (Including Survey Stake Out, Trench Safety, Quantity Surveys and As-Built)	LS	1	\$ 195,000.00	\$ 195,000.00
0102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 116,000.00	\$ 116,000.00
0102-14	TEMPORARY TRAFFIC CONTROL OFFICER	HR	80	\$ 60.00	\$ 4,800.00
0102-99	VARIABLE MESSAGE BOARD, EACH PER 12 WEEKS	EA	5	\$ 2,100.00	\$ 10,500.00
0110-15	TREE MITIGATION/ARBORIST	LS	1	\$ 20,000.00	\$ 20,000.00
	SUBTOTAL			\$ 346,300.00	
MERIDIAN ROADWAY IMPROVEMENTS					
0110-1	CLEARING AND GRUBBING	AC	0.54	\$ 50,000.00	\$ 27,000.00
LC-01	DEMOLITION & DISPOSAL - EXISTING CULVERTS, ASPHALT, AND MISC.	LS	1	\$ 12,500.00	\$ 12,500.00
LC-02	EROSION & SEDIMENT CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00
0327-70-5	REMOVE AND MILL EXISTING ASPHALT PAVEMENT, 2.5 IN	SY	1,052	\$ 18.00	\$ 18,936.00
0120-1	REGULAR EXCAVATION	CY	1,850	\$ 25.00	\$ 46,250.00
0120-6	EMBANKMENT/BACKFILL MATERIAL	CY	474	\$ 25.00	\$ 11,850.00
0337-7-42	ASPH CONC, TRAFFIC C, TYPE SP 9.5 - 2.5 IN (NORTH MERIDIAN ROAD/JOHN HANCOCK DR)	SY	1,290	\$ 25.00	\$ 32,250.00
0337-7-43	ASPH CONC, TRAFFIC C, TYPE SP 12.5 - 6.5 IN (NORTH MERIDIAN ROAD/JOHN HANCOCK DR)	SY	295	\$ 100.00	\$ 29,500.00
210-2	LIMEROCK STABILIZED BASE - 6 IN	SY	295	\$ 10.00	\$ 2,950.00
0160-4	STABILIZED SUBGRADE SURFACE - 12 IN	SY	295	\$ 5.00	\$ 1,475.00
0339-1	MISCELLANEOUS ASPHALT PAVEMENT FOR GUARDRAIL - 2 IN THICK	SY	119	\$ 50.00	\$ 5,950.00
0536-1-1	TL-3 GUARDRAIL (NATINA STEEL, POSTS, DRIVEN, MOUNTED OR CONC. FOUND.)	LF	428	\$ 48.00	\$ 20,544.00
536-85-24	GUARDRAIL END TREATMENT - TL-3 PARALLEL APPROACH TERMINAL W/ IMPACT HEAD	EA	4	\$ 6,000.00	\$ 24,000.00
536-85-26	GUARDRAIL END TREATMENT - CRT	EA	2	\$ 6,000.00	\$ 12,000.00
LC-03	GEOTEXTILE FABRIC	SY	449	\$ 4.00	\$ 1,796.00
0751-52-1	NO. 57 GRANITE STONE - GEOWEB INFILL MATERIAL	CY	374	\$ 80.00	\$ 29,920.00
0530-3-4	GROUTED RIP-RAP	SY	68	\$ 100.00	\$ 6,800.00
0530-6	RIPRAP - PERFORMED REVETMENT MAT (NON-GROUTED RIP-RAP)	SY	50	\$ 150.00	\$ 7,500.00
0520-1-10	CURB AND GUTTER TYPE F	LF	150	\$ 25.00	\$ 3,750.00
0430-175-124	24 IN RCP	LF	100	\$ 120.00	\$ 12,000.00
0430-175-224	19 IN x 30 IN ELLIPTICAL REINFORCED CONCRETE PIPE	LF	56	\$ 160.00	\$ 8,960.00
0425-15	FDOT TYPE C INLET	EA	2	\$ 2,500.00	\$ 5,000.00
430-982-129	24 IN MITERED END SECTION (DOUBLE)	EA	1	\$ 3,000.00	\$ 3,000.00
430-5-30-100	24 IN HEADWALL FOR 2-24" RCP (DOUBLE)	EA	1	\$ 4,000.00	\$ 4,000.00
400-4-1	5 FT X 10 FT PRECAST BOX CULVERT (3 LENGTHS) *	LF	180	\$ 1,250.00	\$ 225,000.00
400-4-2/415-1-1	CONCRETE CLASS IV HEADWALL FOR THREE (3), 5 FT X 10 FT BOX CULVERTS (COMPLETE)	EA	2	\$ 14,250.00	\$ 28,500.00



SANDCO, LLC

2/3/2020 UNIT PRICING SHEET

2ND REVISION - ATTACHMENT H

MERIDIAN ROAD DRAINAGE IMPROVEMENTS
FEBRUARY 3, 2020

Bidders to provide unit prices for the following items:

FDOT Pay Item No.	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost (\$)	Cost
0751-52-2	AGGREGATE #4 LEVELING COURSE FOR SCOURLOCK SYSTEM	CY	100	\$ 80.00	\$ 8,000.00
0530-3-4	RIP-RAP (NON-GROUTED)	SY	392	\$ 80.00	\$ 31,360.00
LC-03	GEOTEXTILE FABRIC	SY	3,182	\$ 4.00	\$ 12,728.00
LC-09	CONTROL STRUCTURE	LS	1	\$ 20,500.00	\$ 20,500.00
LC-05	DEWATERING & STORMWATER BASEFLOW BYPASS (COMPLETE-DURATION OF PROJECT)	LS	1	\$ 75,000.00	\$ 75,000.00
0550-10110	5 FT HIGH CHAIN-LINK FENCE (BLACK-VINYL COATING)	LF	585	\$ 22.50	\$ 13,162.50
0550-60211	5 FT HIGH CHAIN-LINK FENCE GATE (2 - 12 FT LEAFS) (BLACK-VINYL COATING)	LF	24	\$ 45.00	\$ 1,080.00
0350-1-4	PLAIN CEMENT CONCRETE PAVEMENT, 8-IN FOR DRIVEWAYS	SY	84	\$ 85.00	\$ 7,140.00
0573-73	REMOVE & DISPOSE OF GUARDRAIL (NORTHSIDE OF JOHN HANCOCK @ CULVERT CROSSING)	LF	16	\$ 50.00	\$ 800.00
0538-1	REMOVE & RESET GUARDRAIL (SOUTHSIDE OF JOHN HANCOCK @ CULVERT CROSSING)	LF	12	\$ 100.00	\$ 1,200.00
0536-85-24	GUARDRAIL END TREATMENT/NORTHSIDE JOHN HANCOCK-PARALLEL-APPROACH TERMINAL	EA	2	\$ 6,000.00	\$ 12,000.00
0570-1-2	PERFORMANCE TURF, SOD	SY	2,411	\$ 5.25	\$ 12,657.75
0580-1-2	LANDSCAPING	LS	1	\$ 9,630.00	\$ 9,630.00
0590-70	IRRIGATION	LS	1	\$ 19,500.00	\$ 19,500.00
				SUBTOTAL	\$ 656,121.25
EAST BASIN IMPROVEMENTS					
0110-1	CLEARING AND GRUBBING	AC	0.46	\$ 25,000.00	\$ 11,500.00
LC-01	DEMOLITION & DISPOSAL - EXISTING CULVERTS, FENCING, AND MISC.	LS	1	\$ 10,000.00	\$ 10,000.00
0110-7	REMOVAL OF EXISTING PAVEMENT	SY	1,300	\$ 5.00	\$ 6,500.00
LC-02	EROSION & SEDIMENT CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00
0120-5	CHANNEL EXCAVATION	CY	2,185	\$ 25.00	\$ 54,625.00
0120-6	EMBANKMENT/BACKFILL MATERIAL	CY	950	\$ 25.00	\$ 23,750.00
LC-06	ARMORMAX SYSTEM/EROSION CONTROL BLANKET	SY	205	\$ 26.50	\$ 5,432.50
LC-07	G3 GEOWEB SYSTEM FOR HEAVY VEHICLE LOADING W/ WOVEN FABRIC	SF	2,950	\$ 6.25	\$ 18,437.50
0751-52-1	No. 57 GRANITE STONE - GEOWEB INFILL MATERIAL	CY	82	\$ 80.00	\$ 6,560.00
LC-08	SCOURLOCK SYSTEM	LF	418	\$ 150.00	\$ 62,700.00
0751-52-2	AGGREGATE No. 4 LEVELING COURSE FOR SCOURLOCK SYSTEM	CY	70	\$ 80.00	\$ 5,600.00
LC-03	GEOTEXTILE FABRIC	SY	310	\$ 4.00	\$ 1,240.00
0530-5-13	GABION BASKETS	SY	190	\$ 275.00	\$ 52,250.00
0350-1-4	PLAIN CEMENT CONCRETE PAVEMENT, 8 IN FOR DRIVEWAYS	SY	122	\$ 75.00	\$ 9,150.00
LC-10	EAST BASIN CONCRETE BOTTOM SUMP (6 IN, WITH 12 IN STABILIZED SUBGRADE)	SY	176	\$ 160.00	\$ 28,160.00
0400-1-11	CONCRETE RETAINING WALL, COMPLETE	LF	190	\$ 865.00	\$ 164,350.00
0430175236	29 IN x 45 IN ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP)	LF	41	\$ 275.00	\$ 11,275.00



SANDCO, LLC

2/3/2020 UNIT PRICING SHEET

2ND REVISION - ATTACHMENT H

**MERIDIAN ROAD DRAINAGE IMPROVEMENTS
FEBRUARY 3, 2020**

Bidders to provide unit prices for the following items:

FDOT Pay Item No.	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Cost (\$)	Cost
0430E36100	HEADWALL, 29 IN X 45 IN ERCP	EA	1	\$ 5,000.00	\$ 5,000.00
0425 -1582	FDOT TYPE H INLET	EA	2	\$ 6,500.00	\$ 13,000.00
0425 -1542	FDOT TYPE D INLET	EA	1	\$ 4,000.00	\$ 4,000.00
LC-05	DEWATERING & STORMWATER BASEFLOW BYPASS (COMPLETE-DURATION OF PROJECT)	LS	1	\$ 10,000.00	\$ 10,000.00
PWM-02-08-DIP	WATER MAIN, 8 IN, DI (RESTRAINED)	LF	48	\$ 125.00	\$ 6,000.00
GSM-01-0806-DIP	CUT-IN CONNECTION TO EXISTING WATER MAIN, 8 IN	EA	2	\$ 5,000.00	\$ 10,000.00
GSM-01-0806-DIP	GRAVITY SEWER MAIN, 8 IN, 0-6.0 FT. DEPTH, DI	LF	20	\$ 375.00	\$ 7,500.00
PMWA-08-DIP	WATER MAIN CONFLICT	EA	1	\$ 5,000.00	\$ 5,000.00
0550-60211	5 FT HIGH CHAIN-LINK FENCE (BLACK-VINYL COATING)	LF	300	\$ 25.00	\$ 7,500.00
LC-04	RELOCATE EXISTING WOODEN FENCE	LF	60	\$ 25.00	\$ 1,500.00
0570-1-2	PERFORMANCE TURF, SOD	SY	800	\$ 5.25	\$ 4,200.00
0701-18-101	THERMOPLASTIC STANDARD WHITE, SOLID 6 IN	LF	160	\$ 2.00	\$ 320.00
0701-18-201	THERMOPLASTIC STANDARD DOUBLE YELLOW, SOLID 6 IN	LF	205	\$ 2.00	\$ 410.00
LC-11	RELOCATION & ASSOCIATED BUILDING PERMITS OF HOMEOWNER'S SHED AT 344 LEXINGTON RD	LS	1	\$ 7,500.00	\$ 7,500.00
0110 -7 -1	NEW MAILBOX ASSEMBLY	EA	2	\$ 350.00	\$ 700.00
				SUBTOTAL	\$ 288,721.00
				PROJECT TOTAL	\$ 2,893,933.00
BID ALTERNATES					
LC-12	COST TO COMPLETE MERIDIAN ROAD IMPROVEMENTS IN 5 WEEKS	LS	1	\$ 10,000.00	\$ 10,000.00
LC-13	TWO-YEAR MAINTENANCE ON LANDSCAPE & IRRIGATION WEST & EAST SUMP (MONTHLY)	LS	1	\$ 41,500.00	\$ 41,500.00
				BID ALTERNATES TOTAL	\$ 51,500.00

Bid Title: Invitation to Bid for Meridian Road Drainage Improvements Project
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**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Sandco, LLC

Signature: *Babylol* Title: Manager

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 13th day of February, 2020

Personally known

Constance B. Fletcher
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

(Type of
identification)

My commission expires



Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

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MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Bidder: Sandco, LLC

All bidders, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their bid. Through submission of its bid, Bidder certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the bidder to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

DIRECTIONS: Each bidder must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All bidders are to list subcontractors as appropriate in Sections 3 and 4.

SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

NOTE: If a bidder is MBE or WBE certified, then the aspirational target for subcontracting in that category shall be deemed fulfilled. All other aspirational targets will apply.

SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County’s Purchasing and Minority, Women, and Small Business Enterprise Policy. These criteria are used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the bidder’s Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those

Bid Title: Invitation to Bid for Meridian Road Drainage Improvements Project

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on MWSBE's seeking subcontracting opportunities.

3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

#

Bid Title: Invitation to Bid for Meridian Road Drainage Improvements Project

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#

SECTION 3 – BIDDER’S PROPOSED MWBE PARTICIPATION

Bidder shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm’s Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm’s Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm’s Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
Minority and Women Business Enterprise(s)					
a. Anchor Construction Group	3993 Forsythe Park Ct. Tallahassee, FL 32309	850-933-3446	N	\$175,000.00	Concrete
b. Perez Construction, Inc.	200 Jim French Road Crawfordville, FL 32327	850-251-4795	H	\$155,000.00	Trucking & Concrete
c.					
d.					
e.					
f.					
<p>Total Bid Amount \$ 2,893,933.00 Total MWBE Participation \$ 805,500 MBE Participation % 18 WBE Participation % 9</p>					
<p>¹<u>Certification</u> Attach and submit a copy of each MBE and WBE certification with the bid. ²<u>Ethnic Group</u> Use following abbreviations for MBE’s: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.</p>					

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Sandco, LLC

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

 X This firm complies fully with the above requirements.

 This firm does not have a drug free work place program at this time.


Bidder's Signature

 Manager
Title

 February 13, 2020
Date

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Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Behzad Ghazvini
Typed or Printed

Signature 

Date February 13, 2020

Title Manager
(Company Risk Manager or Manager with Risk Authority)

Sandco, LLC

Bid Title: Invitation to Bid for Meridian Road Drainage Improvements Project

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FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: Behzad Ghazvini	
License Type: General Contractor and Underground Utility Excavation	
License Number: CGC1519107 & CUC051682	Expiration Date: 08/31/2020
Qualified Business License (certificate of authority) number: L11000068040	
Alternate Licensee: NA	
License Type: NA	
License Number: NA	Expiration Date: NA

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

BONDS Surety Company 1

Company Name	Nielson, Wojtowicz, Neu & Associates
Contact's Name	Margie Schulz
Telephone	727-209-1803
Fax	727-209-1335
Address	1000 Central Avenue, Suite 200, St. Petersburg, FL 33705

Surety Company 2

Company Name	Aspen American Insurance Company
Contact's Name	Daniel Oaks
Telephone	813-786-0831
Fax	727-209-1335
Address	175 Capital Boulevard, Suite 300, Rocky Hill, CT 06067

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NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,
Sandco, LLC
(Name of Corporation, Partnership, Individual, etc.)

a Construction, formed under the laws of Florida
(Type of Business) (State or Province)

of which he/she is Manager
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Behzad Ghazvini
AFFIANT'S NAME

Manager
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 13th Day of February, 2020.

Personally Known X Or Produced Identification

Type of Identification

Constance B. Fletcher
NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires:



Bid Title: Invitation to Bid for Meridian Road Drainage Improvements Project
Bid Number: BC-02-13-20-31
Opening Date: February 13, 2020

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: Sandco, LLC	
Current Local Address: 4708 Capital Circle NW, Tallahassee, FL 32303	Phone: 850-205-5218 Fax: 850-402-7674
If the above address has been for less than six months, please provide the prior address. NA	
Length of time at this address:	
Home Office Address: NA	Phone: Fax: NA

Behzad Ghazvini
Signature of Authorized Representative

February 13, 2020
Date

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 13th day of February, 2020
BY Behzad Ghazvini of Sandco, LLC
(Name of officer or agent, title of officer or agent) (Name of corporation)

a Florida Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____ as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Constance B. Fletcher
Signature of Notary

Name of Notary

Title or Rank

Serial Number, If Any






Photo
dbp

STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CUC05168243
UNDERGRADUATE
GHAZVINI
SANDCO

ISSUED 06/21/20
EXPIRES 08/31/2020

FLORIDA
LICENSING BOARD
L. SANDCO
L. SANDCO

LICENSED UNDER CHAPTER 467, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Sandco, LLC
4708 Capital Circle NW
Tallahassee, FL 32303

OWNER:
(Name, legal status and address)

Board of County Commissioners, Leon County, FL
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

SURETY:
(Name, legal status and principal place of business)

Aspen American Insurance Company
175 Capital Boulevard, Suite 300
Rocky Hill, CT 06067
Mailing Address for Notices
175 Capital Boulevard, Suite 300
Rocky Hill, CT 06067

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Meridian Road Drainage Improvements Project/BC-02-13-20-31/Meridian Road, Tallahassee, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of January, 2020.



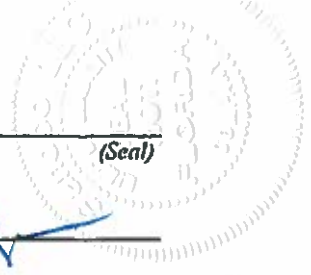
(Witness)

Sandco, LLC

(Principal) *(Seal)*

By: 

(Title) Manager





(Witness) Margaret A. Schulz

Aspen American Insurance Company

(Surety) *(Seal)*

By: 

(Title) Laura Mosholder

Attorney-in-Fact & FL
Licensed Agents



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint Daniel Oaks; Jessien Reno; Kevin Wojtowicz; Laura Mosholder; John Neu and Edwin T. Collins, IV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect,

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin W. Gillen, Senior Vice President, Mathew Raino, Senior Vice President, Ryan Field, Senior Vice President, Timothy P. Griffin, Vice President, Keith Flannery, Vice President, Mary E. Durosko, Vice President, Frank Campiglia, Vice President, Ray Philippon, Assistant Vice President and Lucas Lomax, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 26th day of April 2018.

STATE OF CONNECTICUT
SS ROCKY HILL
COUNTY OF HARTFORD

Aspen American Insurance Company
Kevin W. Gillen
Kevin W. Gillen, Senior Vice President

On this 26th day of April, 2018, before me personally came Kevin W. Gillen to me known, who being by me duly sworn, did depose and say, that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument, that he/she knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions, thereof.

Vanessa Arias
Notary Public

My commission expires: February 28, 2019

Vanessa Arias
Notary Public
State of Connecticut
My Commission Expires February 28, 2019

CERTIFICATE

I, the undersigned, Kevin W. Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolution of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, the 29th day of January 2020

By: *Kevin W. Gillen*

Name: Kevin W. Gillen, Senior Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email Patricia.Taber@aspen-insurance.com



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

April 30, 2019

SANDCO LLC
4708 CAPITAL CIRCLE, NW
TALLAHASSEE, FLORIDA 32303

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, UNDERGROUND UTILITIES (WATER & SEWER)

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Autry", is written over a large, stylized blue scribble that partially obscures the text below.

Alan Autry, Manager
Contracts Administration Office

AA:cj

www.fdot.gov



NHC NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

SMART, UNCOMPROMISING, TIMELY, EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

December 3, 2019

RE: Sandco, LLC

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Sandco, LLC with Aspen American Insurance Company, which carries an AM Best Rating of A XV and is listed in the Department of the Treasury's Federal Register. The home office address is 175 Capital Boulevard, Suite 300, Rocky Hill, CT 06067.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Bid, Performance and Payment Bonds in the amount of \$10,000,000 for a single project and \$25,000,000 aggregately. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds, and we cannot assume liability to any third party, including you, if we do not execute said bonds.

Sandco, LLC is an excellent contractor and we hold them in highest regard. We are extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We do not assume liability to any third party, including you, if we do not execute said bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Laura D. Mosholder
Producer
LDM/mas

ST. PETERSBURG

1000 Central Avenue, Suite 200, St. Petersburg, FL 33705
P: 727.209.1803 F: 727.209.1335

ASHEVILLE

66 Elizabeth Place, Asheville, NC 28801
P: 828.505.7431

www.nielsonbonds.com

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sandco, LLC	
	2 Business name/disregarded entity name, if different from above	
	3	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 4708 Capital Circle NW	Requester's name and address (optional)
	6 City, state, and ZIP code Tallahassee, FL	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number

4	5	-	2	5	3	6	0	9	9
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>2/13/2020</u>
------------------	----------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

LEON COUNTY-CITY OF TALLAHASSEE
MEMORANDUM OF UNDERSTANDING
WATER AND WASTEWATER INFRASTRUCTURE RELOCATION FOR
CR 155 (MERIDIAN ROAD) DRAINAGE IMPROVEMENTS

This Memorandum of Understanding (“MOU”) is hereby entered into on this ____ day of _____, 2020, (“Effective Date”) by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (“City”), and LEON COUNTY, FLORIDA (“County”), a charter county and political subdivision of the State of Florida (collectively referred to as the “Parties”). This MOU outlines the Parties’ mutual understanding regarding construction that will be performed by the County, on behalf of the City, as part of the water and sewer utility construction associated with the CR 155 (Meridian Road) Drainage Improvements project (“Project”).

WHEREAS, the City agrees to pay the County for the construction costs associated with relocating water and sewer utilities within the Project to accommodate the Project construction and to upgrade the City’s water system along Meridian Road; and

WHEREAS, such utility relocation and utility upgrade activities, including but not limited to resolution of utility conflicts, construction engineering and inspection activities (“CEI”), and mobilization and maintenance of traffic activities (collectively referred to as the “Utility Work”), will be performed by the County in accordance with the Utility Adjustment section of the most recently updated Project Contract Plans as of the Project construction bid opening on February 13, 2020, or as may be thereafter amended with the consent of the City (the “Project Contract Plans”); and

WHEREAS, the total cost to be paid by the City for the Utility Work, as determined by the construction bid awarded by the Board of County Commissioners at its regular meeting on February 25, 2020, is \$272,221.07 as outlined in **Attachment A** attached hereto and incorporated herein by this reference; and

WHEREAS, the County and the City have determined that it would be in the best interest of the general public and to the economic advantage of both Parties to enter into this MOU to provide for completion of the Utility Work simultaneously with, and as part of, the same contract as the Project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

- 1) County will include the Utility Work in the construction contract for the Project and will perform the Utility Work in accordance with the Project Contract Plans, which include the City's standard specifications.
- 2) The Parties acknowledge and agree that the Project award recommendation for construction was based on the lowest responsive, responsible bid for all work (i.e., both the Project and the Utility Work), and that the City had the opportunity to review and reject any and all bids on the Utility Work.
- 3) The Parties further acknowledge and agree that the City's payment of 2% CEI-Project Administration fee, as shown in **Attachment A**, shall be considered full compensation to the County for CEI services rendered with respect to the Utility Work and for services provided by the County in administration of the MOU. .
- 4) The City will contract, at the City's expense, with an independent firm to perform the testing services on the Utility Work and will assign one or more field representatives to inspect and monitor performance of all construction activities related to the Utility Work. The City will review and approve/disapprove shop drawings and other Contractor submittals relevant to the Utility Work. City field representatives assigned to the Project shall regularly report their findings and/or observations of non-compliant construction to the representative of the CEI firm and the County Project manager. City inspection or testing of the Utility Work shall not relieve the County's CEI firm from its responsibility for verification testing regarding the Project construction activities nor shall provision of City inspection or testing relieve the County from its responsibility for enforcement and administration of the Project construction contract.
- 5) The City will pay to the County the total construction costs for the Utility Work in the amount of \$272,221.07 as outlined in **Attachment A**. If, as a result of cost overruns or other such unexpected Project cost increases, the actual amount of the total construction costs exceeds the amount in **Attachment A**, the City will also pay to the County the amount of such excess total construction costs.
- 6) The Parties also acknowledge and agree that the City's payment of a pro-rata share of the costs for mobilization and maintenance of traffic as outlined in **Attachment A** was determined by calculating the sum of the extended Project contract prices for the utility pay items, then dividing that result by the sum of the extended Project contract prices for all Project items

except mobilization and maintenance of traffic costs. The result, expressed as a percentage to the nearest one-hundredth percent, was 8.6%. The City's share of costs for mobilization and maintenance of traffic, as shown on **Attachment A**, is equal to the total cost of mobilization and maintenance of traffic for the Project multiplied by the above computed percentage. If the actual amount of the total construction costs exceeds the amount in **Attachment A**, the City's percentage share of costs for mobilization and maintenance of traffic for the Project shall be recalculated as described hereinabove.

- 7) Upon the award of the Project construction bid, the City shall deposit with the County the total construction costs for the Utility Work in the amount of \$272,221.07 as outlined in **Attachment A**.
- 8) The County will involve the City in review and approval of reimbursements of the construction costs for the Utility Work upon completion of the portions of the Utility Work. The County will provide the City with necessary documentation from the Project Contractor to substantiate the invoices. The City's Project Manager shall have seven (7) calendar days from receipt of an invoice to review the invoice and shall raise any objections or issues with respect to the invoice.
- 9) The County will provide periodic updates through its Monthly Progress Reports to the City regarding the Contractor's construction schedule. The City, at its own expense and discretion, will be permitted to have a City staff person on site to observe and verify construction of the Utility Work. Prior to final acceptance of the Utility Work, a Joint Final Inspection shall be conducted with the City Project Manager, City Construction Inspector, a County staff person, and the Contractor.
- 10) The City will be responsible for ownership and maintenance of the Utility Work upon acceptance from the Contractor. The warranty period will be a minimum of two years starting from final acceptance of the Utility Work.
- 11) Indemnification: To the extent provided by law, the County shall indemnify and save harmless and defend City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the County, its agents, servants, employees, in the performance of services under this MOU, provided that the County shall not be liable for claim, demand or cause of action of whatsoever kind or nature arising out of any negligent act or misconduct of City.

- 12) Remedies: This MOU shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Leon County.
- 13) Severability: If any term or provision of this MOU, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this MOU shall be deemed valid to the extent permitted by law.
- 14) Entirety of MOU: The County and the City agree that this MOU sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this MOU may be added to, modified, superseded or otherwise altered, except by written agreement between the Parties.
- 15) Effective Date: This MOU shall become effective upon the date set forth above, which shall be the date upon which the last of the Parties signs this MOU..

IN WITNESS WHEREOF, the Parties have executed this MOU on the date set forth above.

CITY OF TALLAHASSEE:

By: _____
Reese Goad, City Manager

ATTEST:

Approved as to form:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

By: _____
Kristen Coons McRae
Asst. City Attorney

LEON COUNTY, FLORIDA:

By: _____
Vincent S. Long, County Administrator

ATTEST:
Gwendolyn Marshall, Clerk of Court
and Comptroller, Leon County, Florida

Approved as to form:
Leon County Attorney's Office

By: _____

By: _____
Herbert W. A. Thiele
County Attorney

Attachment A

Meridian Road Drainage Utility Relocations
2/13/2020

Water and Sewer Bid Items

Bid Item No.	Pay Item No.	Description	Unit Measure	Bid Quantity	Unit Cost	Total Cost
1	PWC-10	Cut and Cap existing 10" ACP Water Main (Fully Restrained/Thrust block)	Each	2	\$ 5,000.00	\$10,000.00
2	PWM-03-12-HDP	HDD Water Main, 12 IN, HDPE (PE4710, DIPS, DR11)	Linear Foot	426	\$ 275.00	\$117,150.00
3	PWM-01-12-DIP	Water Main, 12", DIP, Restrained	Linear Foot	322	\$ 175.00	\$56,350.00
4	PWM-01-08-DIP	Water Main, 8", DIP, Restrained	Linear Foot	15	\$ 500.00	\$7,500.00
5	PWS-01-1201-40-0158	Water Service Complete, 12"x1", 0-20 Ft., HDPE (PE4710, CTS, DR9), Meter Setting, Single, 5/8"	Each	1	\$ 1,500.00	\$1,500.00
6	PWF-01-RC501	ROMAC RC 501 DIP REDUCING COUPLING (10" ACP x 12" DIP)	Each	2	\$ 2,000.00	\$4,000.00
7	PWF-02-MJ101	MJ BUTT FUSED ADAPTER W/ STIFFNER AND MJ REDUCER AND MEGALUG	Each	2	\$ 1,650.00	\$3,300.00
8	WMS-0158	Meter Setting, Single, 5/8"	Each	1	\$ 500.00	\$500.00
9	WGV-08	Gate Valve w/ Valve Box, 8"	Each	1	\$ 1,300.00	\$1,300.00
10	WGV-12	Gate Valve w/ Valve Box, 12"	Each	2	\$ 2,600.00	\$5,200.00
11	CIW-10	Cut-In Connection to Existing Water Main, 10"	Each	2	\$ 5,000.00	\$10,000.00
12	FHA-02	Fire Hydrant Assembly w/ Valve, Valve Box, And Tapping Saddle	Each	1	\$ 6,000.00	\$6,000.00
13	PWMA-08-DIP	Water Main Conflict Adjustment, 8" DIP	Each	1	\$ 15,000.00	\$15,000.00
14	GSM-01-0806-DIP	Gravity Sewer Main, 8", 0-6.0 Ft. Depth, DI	Linear Foot	100	\$ 100.00	\$10,000.00

Sub Total \$247,800.00

Shared Cost

15	0101-1	Mobilization (Including Survey Stake Out, Trench Safety, Quantity Surveys and As-Built)	LS	1	\$ 195,000.00	\$16,770.00
16	0102-1	Maintenance of Traffic	LS	1	\$ 11,600.00	\$997.60
17	0102-14	Temporary Traffic Control Officer	HR	1	\$ 4,800.00	\$412.80
18	0102-99	Variable Message Board, Each Per 12 Weeks	EA	5	\$ 10,500.00	\$903.00

Sub Total \$19,083.40

Sub Total \$266,883.40

CEI-Project Administration (2% of total)

\$5,337.67

Project Total \$272,221.07

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2019/2020; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 25th day of February, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

ATTEST:
Gwendolyn Marshall, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

**FISCAL YEAR 2019/2020
BUDGET AMENDMENT REQUEST**

No: BAB20011
Date: 2/13/2020

Agenda Item No:
Agenda Item Date: 2/25/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
309	000	343916	000	JPA Revenue	3,297,794	992,647	4,290,441
305	000	337320	000	City Utility Funding	-	222,221	222,221
Subtotal:						1,214,868	

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
309	063005	56100	538	Land	2,806,109	(1,820,610)	985,499
309	063005	56900	538	Lexington Pond Infrastructure Improvements		2,813,257	2,813,257
305	063005	56900	538	Lexington Pond Infrastructure Improvements	-	222,221	222,221
Subtotal:						1,214,868	

Purpose of Request:

This amendment appropriates available Blueprint JPA revenue in the amount of \$992,647 to fully fund the culvert replacements and stormwater improvements at Meridian Road north of I-10, which are part of the Lexington Pond stormwater improvement project. The amendment also appropriates funds from the City of Tallahassee in the amount of \$222,221 to relocate City utilities associated with the project. In addition, the expenditures for project have been realigned to the appropriate infrastructure improvement account.

Group/Program Director

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

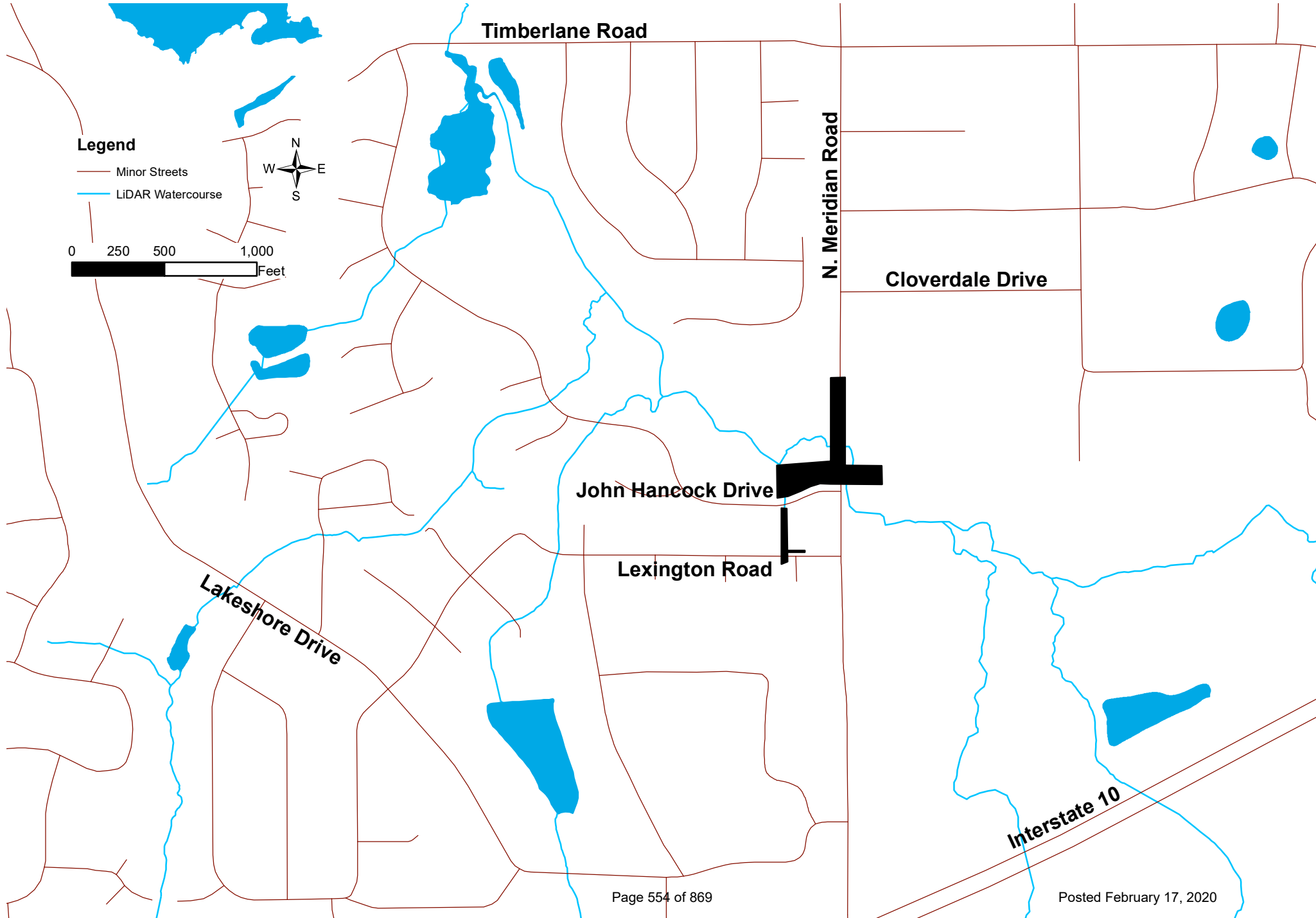
Approved By:

Resolution

Motion

Administrator

Meridian Road Drainage Improvements Project



Bid Title: Meridian Road Drainage Improvements Project

Opening Date: Thursday, February 13, 2020 at 2:00 PM

Item/Vendor	Sandco, LLC	North Fla. Asphalt
Response Sheet with Manual Signature	✓	✓
Affidavit Immigration	✓	✓
Equal Opportunity and Affirmative Action	✓	✓
MWSBE	✓	✓
Identical Tie Bid	✓	✓
Insurance Certification Form	✓	✓
Contractor's Business Information/Applicable Licenses/Registrations	✓	✓
Non-Collusion Affidavit	✓	✓
Certification/Debarment	✓	✓
Local Vendor Certification	✓	✓
E-Verify	✓	✓
Bid Bond	✓	✓
Addendum	✓ (4)	✓ (4)
Base Bid	\$2,894,126.41 2,893,933.00	3,001,469.28
Add Alternate 1	10,000.00	75,000.00
Add Alternate 2	41,500.00	38,000.00



Tabulated By: W. Hooley

Peri M. Forslund

* Revised Due to a calculation error.



Inter-Office Memorandum

Date: February 17, 2020
 To: Charles Wu, Director, Engineering Services
 From: Darryl Jones, Deputy Director
 Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality
 Subject: Meridian Road Drainage Improvements Project (BC-02-13-20-31)- Revised

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of two bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Meridian Road Drainage Improvements project.

The submitted MWBE Participation Plans for each bidder are as follows:

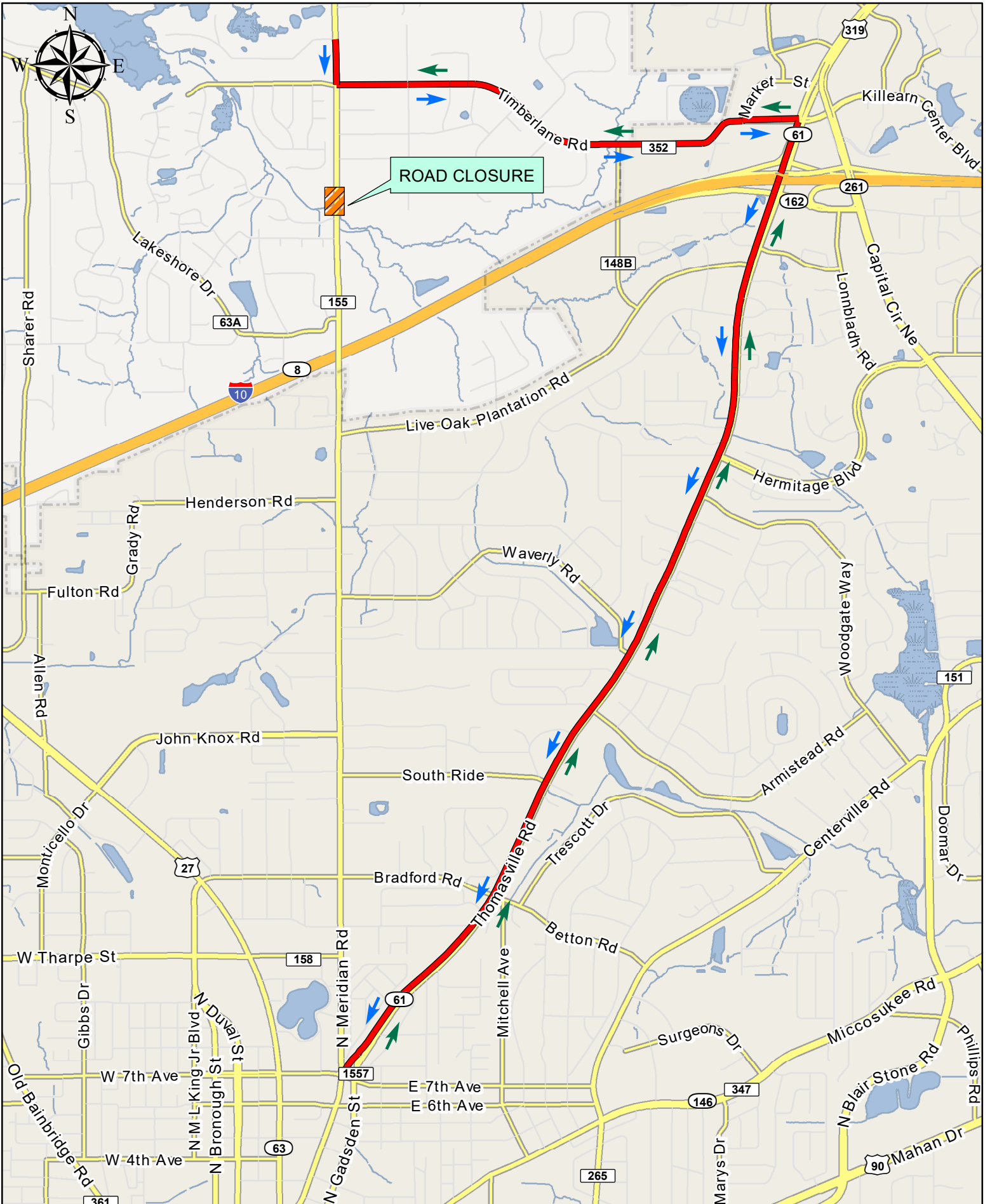
Sandco, LLC – exceeded the MBE Aspirational Target and met the WBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Sandco, LLC** intends to utilize on this project.

Total Bid Amount		\$2,894,126.41			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Anchor Construction Group	African American Male	Tallahassee-Leon County OEV	Concrete	\$175,000	6%
Florida Developers	African American Male	Tallahassee-Leon County OEV	Trucking & Clearing	\$75,000	2.6%
Gaines & Sons Striping	African American Male	Tallahassee-Leon County OEV	Striping, MOT & Asphalt	\$130,000	4.5%
Perez Construction	Hispanic American Male	Tallahassee-Leon County OEV	Trucking & Concrete	\$155,000	5.4%
Cricket's Tree Service, Inc.	Non-Minority Female	Tallahassee-Leon County OEV	Arborist	\$19,500	.7%
Jackson Cook LLC	Non-Minority Female	Tallahassee-Leon County OEV	Crane	\$20,000	.7%

Persica Landscaping	Non-Minority Female	Tallahassee-Leon County OEV	Erosion, Irrigation, Landscape & Grass	\$181,000	6.3%
Poole Engineering	Non-Minority Female	Tallahassee-Leon County OEV	Survey	\$50,000	1.7%
Total MWBE Dollars					\$805,500
Total MWBE Utilization Percentage					28%

North Florida Asphalt, Inc. - met the MWBE Aspirational Targets for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **North Florida Asphalt, Inc.** intends to utilize on this project.

Total Bid Amount	\$3,001,469.28				
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Concrete Services Unlimited, Inc.	African American Male	Tallahassee-Leon County OEV	Retaining walls Concrete	\$523,590	17%
Gaines & Sons Striping	African American Male	Tallahassee-Leon County OEV	Pavement Markings	\$5,910.80	.2%
Persica Landscaping	Non-Minority Female	Tallahassee-Leon County OEV	Landscape Sod Irrigation	\$105,673	3.5%
Hale Contracting	Non-Minority Female	Tallahassee-Leon County OEV	Materials Hauling	\$175,000	5.8%
Total MWBE Dollars					\$810,173.80
Total MWBE Utilization Percentage					27%



PROPOSED DETOUR MAP FOR MERIDIAN ROAD CLOSURE

**Leon County
Board of County Commissioners**

Notes for Agenda Item #14

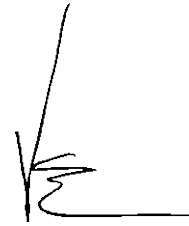
Leon County Board of County Commissioners

Agenda Item #14

February 25, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Bid Award for Mowing Services at Select Leon County Locations

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Office of Resource Stewardship Brent Pell, P.E., Director of Public Works
Lead Staff/ Project Team:	Shelly Kelley, Director, Purchasing Division Leigh Davis, Director, Parks and Recreation Dean Richards, Superintendent, Public Works Operations John Leeds, Operations Manager, Facilities Management

Statement of Issue:

This item seeks Board approval to award the bid for mowing services at various parks, facilities, and rights-of-way locations to three vendors, one for each service area. The bid combined the Divisions of Parks and Recreation, Facilities Management, and Public Works Rights-of-Way service areas to maximize benefits to the County.

Fiscal Impact:

This item has a fiscal impact. Adequate funds are available in the all respective operating budgets.

Staff Recommendation:

Option #1: Approve the bid award for mowing services at select Leon County locations and authorize the County Administrator to execute three Agreements (Attachment #1) in a form approved by the County Attorney to:

- a. Val's Lawn Care Inc. for Parks in the amount of \$274,985;
- b. Esposito Green Center for Facilities in the amount of \$128,570; and
- c. Lawn Keepers Inc. for Public Works rights-of-way in the amount of \$70,460.

Report and Discussion

Background:

This item seeks Board approval to award the bid for mowing services at various parks, facilities, and rights-of-way locations to three vendors. To minimize costs and maximize appeal of county-maintained properties, contracted mowing services are utilized on over 270 acres of land. These include parks, County facilities, and road rights-of-way. The mowing services are not utilized exclusively, as County staff and equipment are also dedicated to areas such as athletic fields within parks.

Previously, each division managed and pursued separate solicitations to procure their perspective mowing services for each type of property. To further maximize benefits to the County, the three service areas scope of services were evaluated and standardized to encourage efficiencies and provide a better quality of work. After modifying the scope of services, the services were collectively advertised under one Invitation to Bid.

Specialty services, such as landscaping (pruning, mulch, flower beds, ornamentals, etc.), were previously a component of the mowing contract. However, to manage costs and quality, the specialty services have been removed from the mowing bid. Such services will be advertised separately to target a difference set of vendors that specialize in these types of services.

The current Parks and Recreation, and the Public Works rights-of-way mowing contracts expired in November 2019. The Facilities mowing contract will expire at the end of February 2020.

Analysis:

The Invitation to Bid (ITB) for the Leon County mowing services, continuing services contract, was advertised in the Tallahassee Democrat on December 13, 2019. A total of 99 vendors were notified through web-based services. A total of Twenty-eight (28) vendors requested the bid packages, which resulted in four (4) proposals being received and opened by the County on January 17, 2020. The lowest responsive/responsible bidders for each service area (Attachment #2) are as follows:

1. Parks - Val's Lawn Care Inc. in the amount of \$274,985
2. Facilities - Esposito Green Center in the amount of \$128,570
3. Public Works Rights-of-Way - Lawn Keepers Inc. in the amount of \$70,460

By including multiple divisions in the ITB more competitive pricing was achieved with a minor savings of 1.4% or \$12,000 from the previous fiscal year. This cost reduction was achieved despite an extended mowing season and the addition of mowing acreage. Parks obtained eight (8) new locations amounting to 36 new acres of mowing area and Facilities Management has added nine (9) acres of mowing area.

The resulting three contracts ensures that should one vendor not be able to fulfill its contract obligations or have subpar performance, the County will be able to quickly ensure the level of service is not interrupted.

There were no Minority, Women & Small Enterprise (MWSBE) aspirational targets included as part of this bid. Pursuant to Leon County's MWSBE policy, no aspirational targets are included as part of the bid when the services being provided have no reasonable opportunity for subcontracting. Mowing services are done directly by the contractors, therefore, no subcontracting opportunities exist. However, it should be noted, that two of the vendors recommended for award, Val's Lawn Care, Inc. and Lawn Keepers, Inc. are both certified minority business enterprises.

Upon Board approval, the three Agreements will be executed to establish a start date of March 1st which coincides with the beginning of the mowing season. These are annual contracts with the potential for yearly renewal up to five years. Staff recommends approval of the bid award for mowing services to Val's Lawn Care Inc, Esposito Green Center, and Lawn Keepers Inc.

Options:

1. Approve the bid award for mowing services at select Leon County locations and authorize the County Administrator to execute three Agreements (Attachment #1) in a form approved by the County Attorney to:
 - a. Val's Lawn Care Inc. for Parks in the amount of \$274,985;
 - b. Esposito Green Center for Facilities in the amount of \$128,570; and
 - c. Lawn Keepers Inc. for Public Works rights-of-way in the amount of \$70,460.
2. Do not approve the mowing services bid award.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Draft Agreement with bid responses
2. Bid Tabulation sheet

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County") and **COMPANY**, hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide to the County the following services related to mowing services for selected Leon County Divisions of Parks and Recreation, Facilities Management, and Right-of-Way (Group) locations, in accordance with: 1) Solicitation # BC-01-16-20-22 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, attached to this Agreement as Exhibit B, to the extent that it is not inconsistent with this Agreement or with any of its exhibits.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

3. TIME

The Agreement shall be for a period of one (1) year, commencing on February 24, 2020 or upon execution of this Agreement, and shall continue until February 23, 2021 or upon one (1) year from the execution of this Agreement. After the initial one (1) year period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: John Leeds
Street Address: 1907 S. Monroe Street
City, State, Zip Code: Tallahassee, Florida 32301
Telephone: 850-606-5020
E-mail: LeedsJ@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Notices to the Contractor are to be submitted to:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

D. Invoices are to be submitted to:

Name: John Leeds
Street Address: 1907 S. Monroe Street
City, State, Zip Code: Tallahassee, Florida 32301
Telephone: 850-606-5020
E-mail: LeedsJ@leoncountyfl.gov

E. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under the Agreement.

7. STATUS

The Contractor at all times relevant to this Agreement shall be an independent Contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's

insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
- 2) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
 - E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
 - F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND
Bond No.(enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, between Principal and Owner for construction of _____, the Agreement being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety’s obligation under this bond.

DATED on this the _____ day of _____, 20__.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

14. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- C. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- E. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

15. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

16. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

17. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

18. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation

shall be cause for unilateral termination of this Agreement by the County.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this Agreement/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
- B. Contractor further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program within sixty days of the effective date of this Agreement/amendment/extension or within sixty days of the effective date of the Agreement between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this Agreement or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement.

20. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

21. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

23. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

24. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

25. SEVERABILITY

It is intended that each section of this Agreement shall be viewed as separate and divisible, and in the event that any section, or part thereof, shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.

26. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-01-16-20-22

Exhibit B – Vendor’s Response to Solicitation #BC-01-16-20-22

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

ATTEST:
Gwendolyn Marshall, Clerk of the Court &
Comptroller, Leon County, Florida

BY: _____

DATE: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esquire
County Attorney

DATE: _____

ESPOSITO GARDEN CENTER

By: _____

Printed
Name _____

Title: _____

Date: _____



Leon County
Board of County Commissioners
 301 South Monroe Street, Tallahassee, Florida 32301
 (850) 606-5302 www.leoncountyfl.gov

Attachment #1
 Page 11 of 306
 Purchasing Division
 1800-3 North Blair Stone Road
 Tallahassee, Florida 32308
 (850) 606-1600

December 19, 2019

Commissioners

BRYAN DESLOGE
 District 4
 Chairman

RICK MINOR
 District 3
 Vice Chairman

BILL PROCTOR
 District 1

JIMBO JACKSON
 District 2

KRISTIN DOZIER
 District 5

MARY ANN LINDLEY
 At-Large

NICK MADDOX
 At-Large

VINCENT S. LONG
 County Administrator

HERBERT W.A. THIELE
 County Attorney

RE: Bid Title: Mowing Services, Continuing Services
Proposal No: BC-01-16-20-22
Opening Date: January 16, 2020 at 2:00 PM

ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the proposal specifications:

A. Revisions to the Invitation to Bid (ITB):

1. The following shall be added following the PLANHOLDERS section, page 5, of the current ITB:

BID GUARANTEE

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

2. The following shall be added following CONTRACT PROVISIONS, page 12 of the current ITB:

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No. (enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 2018.

(Name of Principal)

By:
(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Gerri M. Forslund
Procurement Administrator
Purchasing Division

DRAFT



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division
1800-3 North Blair Stone Road
Tallahassee, Florida 32308
(850) 606-1600

December 23, 2019

Commissioners

BRYAN DESLOGE
District 4
Chairman

RICK MINOR
District 3
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

RE: Bid Title: Mowing Services, Continuing Services
Proposal No: BC-01-16-20-22
Opening Date: January 16, 2020 at 2:00 PM

ADDENDUM #2

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project. The following shall be added to the proposal specifications:

A. Questions received with answers being provided (**In Bold**) to assist all in preparation of the bid submission:

1. We'd like to know who to contact to see the boundaries of the facilities in group B?

Maps have been provided for the convenience of bidders. However, if you need access to a restricted site, please contact John Leeds. Access to the site will be provide but questions regarding the bid will not be answered unless they are submitted in writing.

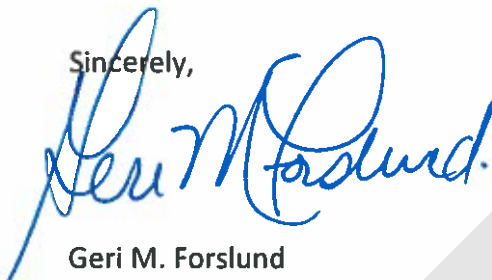
**John Leeds
leedsj@leoncountyfl.gov
850-606-5020**

2. Are there are any restrictions as to what days mowing can be done?
 - A. **For Group A, the restrictions for mowing are included in the current ITB, which addresses, Monday through Friday only (no weekends).**
 - B. **For Group B, there are no restrictions on the days that mowing can be done. We do have some restrictions/preferences on sites.**
 1. **Public Safety Complex- preference would be the weekend, less traffic on site and fewer vehicles to maneuver around.**
 2. **Branch Libraries- preference would be Mondays; all branches are closed.**
 3. **Courthouse locations- preference would be weekends.**
 - C. **For Group C, there are no restrictions.**

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Gerri M. Forslund
Procurement Administrator
Purchasing Division

DRAFT



Leon County
Board of County Commissioners
 301 South Monroe Street, Tallahassee, Florida 32301
 (850) 606-5302 www.leoncountytfl.gov

Attachment #1
 Page 16 of 306
 Purchasing Division
 1800-3 North Blair Stone Road
 Tallahassee, Florida 32308
 (850) 606-1600

January 7, 2020

Commissioners

BRYAN DESLOGE
 District 4
 Chairman

RICK MINOR
 District 3
 Vice Chairman

BILL PROCTOR
 District 1

JIMBO JACKSON
 District 2

KRISTIN DOZIER
 District 5

MARY ANN LINDLEY
 At-Large

NICK MADDOX
 At-Large

VINCENT S. LONG
 County Administrator

HERBERT W.A. THIELE
 County Attorney

RE: Bid Title: Mowing Services, Continuing Services
Proposal No: BC-01-16-20-22
Opening Date Changed: January 17, 2020 at 2:00 PM
(Addendum Changes Opening Date)

ADDENDUM #3

Dear Vendor:

This letter serves as Addendum #3 for the above referenced project. The following shall be added to the proposal specifications:

- A. The **SCHEDULE OF EVENTS** has been updated to include:
 1. The **BID SUBMISSION DUE DATE** has been changed to **Friday, January 17, 2020 at 2:00 PM.**
 2. A **second MANDATORY PRE-BID MEETING** has been scheduled and shall be held on **Thursday, January 9, 2020 at 10:00 am.**

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

Gerri M. Forslund
 Procurement Administrator
 Purchasing Division



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Attachment #1
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Purchasing Division
1800-3 North Blair Stone Road
Tallahassee, Florida 32308
(850) 606-1600

January 14, 2020

Commissioners

BRYAN DESLOGE
District 4
Chairman

RICK MINOR
District 3
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

RE: Bid Title: Mowing Services, Continuing Services
Proposal No: BC-01-16-20-22
Opening Date: January 17, 2020 at 2:00 PM

ADDENDUM #4

Dear Vendor:

This letter serves as Addendum #4 for the above referenced project. The following shall be added to the proposal specifications:

A. Questions received with answers being provided (**In Bold**) to assist all in preparation of the bid submission:

1. Supplemental Solicitation Documents Attachments D and E which are maps, did I understand that the areas shaded in yellow are the areas to be mowed?

That is correct. The areas shaded in yellow are the areas to be mowed.

2. Under "Occupational Licenses and Registrations" its states the company's local business or occupational license. We are registered in Sunbiz as a corporation and this is the only license/registration we have been required to have. Will this meet this requirement?

A professional license is not required for mowing services so your Sunbiz registration will suffice.

3. Under "Contractor's Qualifications" it states, "one year working for a local government agency" What if we have never worked with a government agency but would like to? We have been in business for over 25 years and maintain a large contract for a chemical company.

One year working for any local government agency is a requirement of the bid. This requirement must be met to be eligible.

4. Under "General Requirements For All Groups - Reports and Follow-up" it talks about a service email shall be sent on a monthly basis. Who/where is this email sent?

The contact information will be provided to the successful bidder.

5. On the Insurance Certification Form it ask is the insurer to be used for all required insurance listed by Best with a rating of no less than A:VII. Where would I find this information? I do not know what this is referring to. What is the Best Rating and Best Financial Classification?

You will need to reach out to your insurer to determine if they are A.M. Best Rated with the A:VII rating.

6. What is considered proof of Contractor Qualifications?

Please see page 6 of the current solicitation, Contractor's Qualifications, which states that "Proof of this requirement may be provide by copies of business certificates for date range required, contract copies for services provided, or other reasonable means of proof."

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Gerri M. Forslund
Procurement Administrator
Purchasing Division



INVITATION TO BID

FOR

MOWING SERVICES, CONTINUING SERVICES

PROPOSAL NUMBER BC-01-16-20-22

**LEON COUNTY GOVERNMENT
LEON COUNTY, FLORIDA**

Release: December 13, 2019

GENERAL CONDITIONS

To ensure acceptance of your bid, please follow these instructions:

BIDDER INSTRUCTIONS

Bidders are expected to examine the specifications, delivery schedule, freight requirements, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern. Bids may be submitted in person, by mail or other carrier.

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:
Bid No. BC-XX-XX-XX-XX
Leon County Government
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308
2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an **original, manual** signature of an authorized representative of the company.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

INFORMATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley or Geri Forslund, telephone (850) 606-1600; E-mail: KelleyS@leoncountyfl.gov or ForslundG@leoncountyfl.gov.

SPECIAL ACCOMMODATION

Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the Leon County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/procurementconnect>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make them available for pick up at the Purchasing Division. It is the responsibility of the Bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

REJECTION OF BIDS

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

PURPOSE

Leon County is seeking the services of a qualified vendor to provide mowing services for selected Leon County Divisions of Parks and Recreation, Facilities Management, and Right-of-Way (Group) locations, in accordance with Attachment A – Parks and Recreation Specifications and Locations, Attachment B – Facilities Management Specifications and Locations, and Attachment C – Right-of-Way Specifications and Locations , Attachment D – Parks and Recreation Project Plans, Attachment E – Facility Project Plans , Attachment F – Unit Price Sheet-Parks and Recreation, Attachment G – Unit Price Sheet-Facilities Management, Attachment H – Unit Price Sheet-Right-of-Way, and Attachment I – Additional Documentation Requirements. All services shall meet or exceed the performance specifications and requirements listed in this bid.

Attachment D – Parks and Recreation Project Plans and Attachment E – Facility Project Plans, which pertain to this Solicitation, are large files and are available to view on the supplemental solicitation documents page found at: <http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-stewardship/Purchasing/Supplemental-Solicitation-Documents>

Attachment F – Unit Price Sheet-Parks and Recreation, Attachment G – Unit Price Sheet-Facilities Management, and Attachment H – Unit Price Sheet-Right-of-Way, are available in Excel format and Attachment I – Additional Documentation Requirements, is available in Word format at:
<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>

This solicitation is for the provision of mowing services only, for the Divisions of Parks and Recreation, Facilities Management, and Right-of-Way. In addition to general requirements of this solicitation, each Group has specification requirements which are attached to this bid as follows:

- Attachment A: Group A - Parks and Recreation Specifications and Locations
- Attachment B: Group B - Facilities Management Specifications and Locations
- Attachment C: Group C - Right-of-Way Specifications and Locations

The attachments for each Group include a listing of locations with descriptions. Contractors may bid on any one or more of the Groups as desired. Leon County reserves the right to award by individual Group(s) or in any combination that best supports the citizens of Leon County.

Leon County reserves the right to negotiate with the successful bidder(s) for any unforeseen additions or deletions that may occur during the term of the agreement, as well as temporarily suspending services during any unexpected drought or other acts of nature that may slow the growth of any vegetation.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, the County will post the changes on the County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay**

informed of the Schedule of Events, addenda issued, and public meetings scheduled. The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
December 13, 2019	Release of the ITB
December 18, 2019 at 11:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing’s offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308
Not later than: January 6, 2020 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: January 16, 2020 at 2:00 p.m.	BID SUBMISSION DUE DATE: Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Geri Forslund, phone (850) 606-1600 or E-mail ForslundG@leoncountyfl.gov and HooleyM@leoncountyfl.gov. **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than the last day for questions listed in schedule of events, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person’s representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner’s staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person’s representative shall include, but not be limited to, the person’s employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of

the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in 125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

REGISTRATION

Bidders which obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

RECEIPT AND OPENING OF BIDS

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived, and no bids received thereafter will not be considered. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the

opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect>.

A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

AWARD OF BIDS/BID PROTEST

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the County website at: <http://www.leoncountyfl.gov/Procurementconnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director within 72 hours after receipt of the intended recommendation of award and the protestor shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of Bidders and other interested parties, who may be present either in person or by representatives.

PLANHOLDERS

As a convenience to bidders, the County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect> by simply clicking the planholder link on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone numbers and email address is designed to assist bidders in preparation of their responses.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required

occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

CONTRACTOR'S QUALIFICATIONS

At minimum, the qualified vendor must have been in the lawn or landscape business for a minimum of two (2) years with at least one of those years working for a local government agency. Proof of this requirement may be provided by copies of business certificates for date range required, contract copies for services provided, or other reasonable means of proof.

The vendor representative to be assigned to this project must have a minimum of no less than three (3) years of experience in the lawn or landscape business with proven supervisory experience. Bidder's may be required to submit verifiable data to support this level of experience.

Bidders are required to submit as part of their bid the following items:

Additional Documentation Requirements:

1. A listing of at least three facilities currently being serviced that County staff may visit as an option to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by company name, address, point of contact, and phone number.
2. A minimum of two (2) references from previous or current clients as part of the response for verification of minimum qualifications.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

- A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
 1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.

2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
 - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBE's.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

3. Each Bidder is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Bidders responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Bidders that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact:

Darryl Jones, Director, Minority, Women and Small Business Enterprise, Tallahassee-Leon County Office of Economic Vitality, PHONE: 850-300-7567, FAX: 850-219-1098, djones@oeforbusiness.org

Alternates:
LaTanya Raffington, MWSBE Coordinator by email at lraffington@oeforbusiness.org
Shanea Wilks, MWSBE Coordinator by email at swilks@oeforbuisness.org

4. The online Certification Directory is available to assist you with identifying potential certified vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oeforbusiness.mwsbe.com/>. The directory interface is user-friendly and allows for vendors searches to be conducted for various procurement categories and business capabilities.

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

A. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
2. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

B. Local business definition. For purposes of this section, "local business" shall mean a business which:

1. Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
2. Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

C. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

INSURANCE

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be

completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County and the Property Owner are to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

- d. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

AGREEMENT

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Leon County Government reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may

deny award or cancel the contract if it determines that unethical business practices were involved.

CONTRACT PROVISIONS

TIME

The Agreement resulting from this solicitation is anticipated to be for a period of one (1) year, commencing on February 24, 2020, and shall continue until February 23, 2021. After the initial one (1) year period, at the sole option of the County, this Agreement may be extended for no more than four additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.

5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services. The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider=s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

7. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

WARRANTIES

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Failure to perform according to contract provisions.
2. Conviction in a court of law of any criminal offense in connection with the conduct of business.

3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
4. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
5. Other reasons deemed appropriate by Leon County Government.

TERMS AND CONDITIONS

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

SPECIFICATIONS

BID AWARD CRITERIA:

The bid will be awarded based upon the evaluation criteria in a two-phase process of bid evaluation. The first phase will encompass staff review of all bid submittals for responsiveness. The second phase will be based on lowest cost of responsive submittals.

Responsive bids will meet the requirements of this bid and include documentation of the:

- Bidders must have been in the lawn or landscape business for a minimum of two (2) years with at least one of those years working for a local government agency. Proof of this requirement may be provided by copies of business certificates for date range required, contract copies for services, or other reasonable means of proof.
- The Contractor Representative to be assigned to this contract must have a minimum of no less than three (3) years of experience in the lawn or landscape business with proven supervisory experience. Bidders are required to submit verifiable data to support this experience level.
- Vendor shall provide a minimum of two references from previous or current clients to include contact name, company, address, phone number, and email.
- Vendor shall submit an operations and management plan regarding staffing and approach to providing the services under this bid.
- Vendor shall submit their expected standard of conduct for employees; supervisor plan and policy for crews; uniform policy; and level of staffing. All vendor employees are expected to wear standard uniforms with the vendor's company name and logo.
- The contractor shall provide a list of all equipment owned by the contractor and available for use in meeting the requirements of this bid. Equipment shall be sufficient to meet the terms of this bid.

BID PRICING:

Bidders shall provide bid pricing based on pricing sheet for any of the Groups, including all periodic services as detailed in the Attachments A, B, and C. Each location shall be priced individually based on one service per visit.

GENERAL MOWING REQUIREMENTS FOR ALL GROUPS:

Services Required: Mowing, weed eating, all hard edges edged, hard surfaces to be free of clippings (including tennis courts, basketball courts, sidewalks, roads, parking lots, playgrounds, etc.) with no clippings directed toward athletic fields, and litter must be removed prior to mowing.

During mowing season, the contractor may mow more frequently than off-season as approved by the County Contract Manager. Mowing season is March 1st to November 30th unless otherwise instructed and approved by the County Contract Manager. Mowing frequency can be increased or decreased due to climatic weather or other special factors as determined by the County Contract Manager.

1. Mowing: Mowing should be accomplished as required to maintain aesthetic appeal and vigor:
 - a. The grass is to be mowed no lower to the ground than 2 inches or higher than 4 inches. Specifically:
 - i. Finished mow height is not to exceed 2" for Bermuda, Centipede, Bahia and Zoysia.
 - ii. Finished mow height is not to exceed 4" for St. Augustine.
 - b. Mulching plates or other deflecting devices shall be in place on mowers at all times to prevent the forceful ejection of rocks and other foreign objects.
 - c. Grass clippings may be removed or not removed from the facility at the discretion of the Vendor, providing there are no clumps of grass clippings remaining, which are unsightly and damaging to the turf.
 - d. Slope shall not be cut when too wet to provide traction adequate to prevent tire slippage and resultant torn turf and rutting.
2. Edging & String Trimming/Weed eating:
 - a. All perimeter lawn areas adjacent to paved surfaces or structural edges, such as sidewalks, walkways, driveways will be edged with a "blade edger" in order to maintain clean, crisp and consistent edge lines.
 - b. Edging of walks, beds and curbs shall be performed upon every visit or as needed, including removing grass & weeds from cracks in sidewalks.
 - c. Care shall be taken to prevent injury to trunks of trees and shrubs. All string trimmers used around trees and shrubs shall have edge guards to prevent damage and scarring.
 - d. Weed eating shall be performed as to not scalp or damage landscape/fixtures
 - e. A string trimmer is to be used to trim around fences, shrubbery, trees, structures etc. Any damage caused by the Vendor to any of these items will be repaired or replaced at the Vendor expense.
 - f. Any vines growing onto or through a fence or plants are to be pulled off, severed at the base, and disposed of properly by the Vendor.
3. Cleanup:
 - a. All sidewalks, roads, and parking lots shall be blown or vacuumed in order to remove debris generated during the performance of this contract. (Parking lots will be blown and vacuumed after working hours).
 - b. Trash Removal Prior to Mowing: Contractor will be responsible for removing any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the grounds area.

- c. Cleanup: The Contractor is responsible for the cleanup of any trash cut by mowers, as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
- d. Any illegal dumping problems found on site will not be the responsibility of the vendor but must be reported to the County Contract Manager.
- e. Excessive clippings and/or clumps of clippings shall be removed from turf once mowing is completed.
- f. Mowing or blowing of grass clippings into the street, sidewalks, athletic fields, or private property is unacceptable.

GENERAL REQUIREMENTS FOR ALL GROUPS:

Damage Repair - Contractor will be responsible for the cost to repair any damage to any of the existing structures and facilities, determined to be caused by the Contractor in the process of mowing and maintaining the grounds, this includes sprinkler heads. Repairs must be done using the same make, model and style of equipment and parts for an identical replacement.

Reports and Follow-up – A service e-mail shall be sent on a monthly basis identifying the locations that were completed and the day(s) on which they were completed for the previous month. More frequent reporting (such as daily or weekly reporting) may be required at the discretion of the County Contract Manager or if contract compliance becomes an issue. Service e-mails shall be emailed to the appropriate Group or submitted with the monthly invoice. Payment will not be processed for services which do not have a proper reporting and documentation.

The County Contract Manager reserves the right to monitor any work or location within 72 hours of the completion the service. If the mowing, edging, trimming, or cleanup is not to the satisfaction of the County Contract Manager, the Vendor will be notified, in writing, of the deficiencies. The vendor shall have 3 business days from the notification of deficiency to rectify any deficiencies noted. Any invoice for services shall be suspended until site is approved by the County Contract Manager.

Responsiveness - The Contractor shall arrange for a Contractor Representative (which may be the Contractor himself) and an alternate to be the primary contacts for services and inquiries. The Contractor Representative or alternate must respond to inquiries from County personnel within 60 minutes.

Uniforms - All employees of the Contractor including supervisors shall be required to wear uniforms. The uniforms must be approved by the County Contract Manager. Employees of the Contractor not in uniform will not be allowed to work. The uniforms shall have the Contractor's name.

Staffing - Contractor must ensure that only fit and proper person(s) are hired and that the appropriate skill sets are deployed to fit site specific needs. Contractor must also ensure an adequate number of employees are assigned to each facility to successfully complete the work as specified in this bid document.

Equipment - Contractor's equipment must be owned by the company and readily available to be assigned to use under the terms of the contract. The Contractor will supply all additional materials required to fulfill this contract, i.e. trash bags if required.

LIQUIDATED DAMAGES:

It is the objective of Leon County to obtain full performance in accordance with the specifications, and at the quality standards of work set forth in this contract. To that end, the County is contracting for the complete performance of each service job as identified in the specifications. If the work to be performed under this Contract is not completed in accordance with the specifications, and at the quality standards of work set forth in this contract, or through changes as may be granted in writing by the County, the Contractor shall be deemed to be in default. The contractor shall be notified in writing of the needed improvement and three (3) business days to correct the deficiencies. If the improvements are not completed in the time frame provided, for each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$50 per day.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature
- _____ Affidavit Immigration Laws
- _____ Equal Opportunity/Affirmative Action Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non-Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Local Vendor Certification
- _____ Applicable Licenses/Registration
- _____ E-Verify Form
- _____ Contractor Qualification Proof

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Bryan Desloge, Chairman
Leon County Government

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY _____
(Firm Name)

_____ (Authorized Representative)

_____ (Printed or Typed Name)

ADDRESS _____

EMAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials
Addendum #2 dated _____ Initials
Addendum #3 dated _____ Initials

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _ day of _____, 20__.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

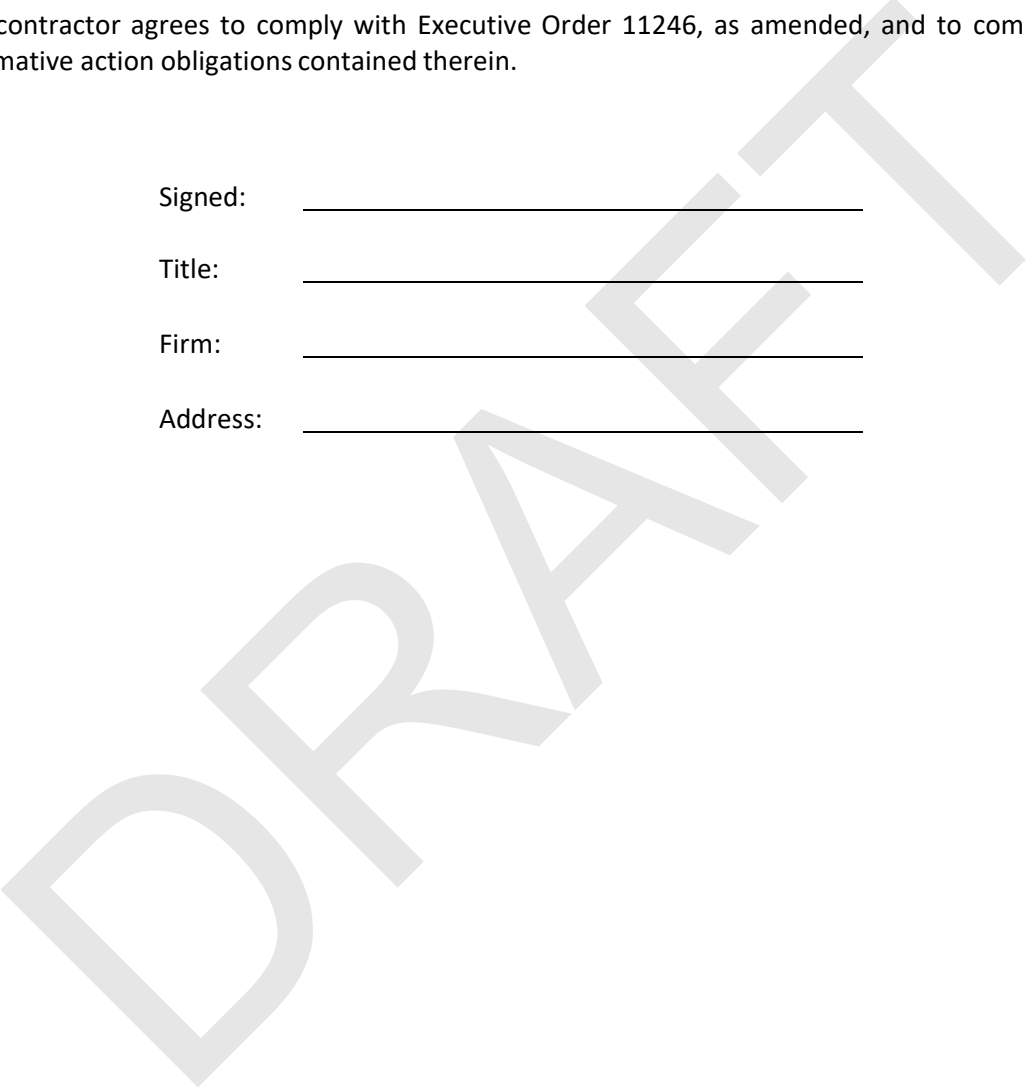
Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

- 1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

- 2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____
Title: _____
Firm: _____
Address: _____



Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Bidder's Signature

Title

Date

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: _____ Date Established: _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	
License Type:	
License Number:	Expiration Date:
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

BONDS Surety Company 1

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

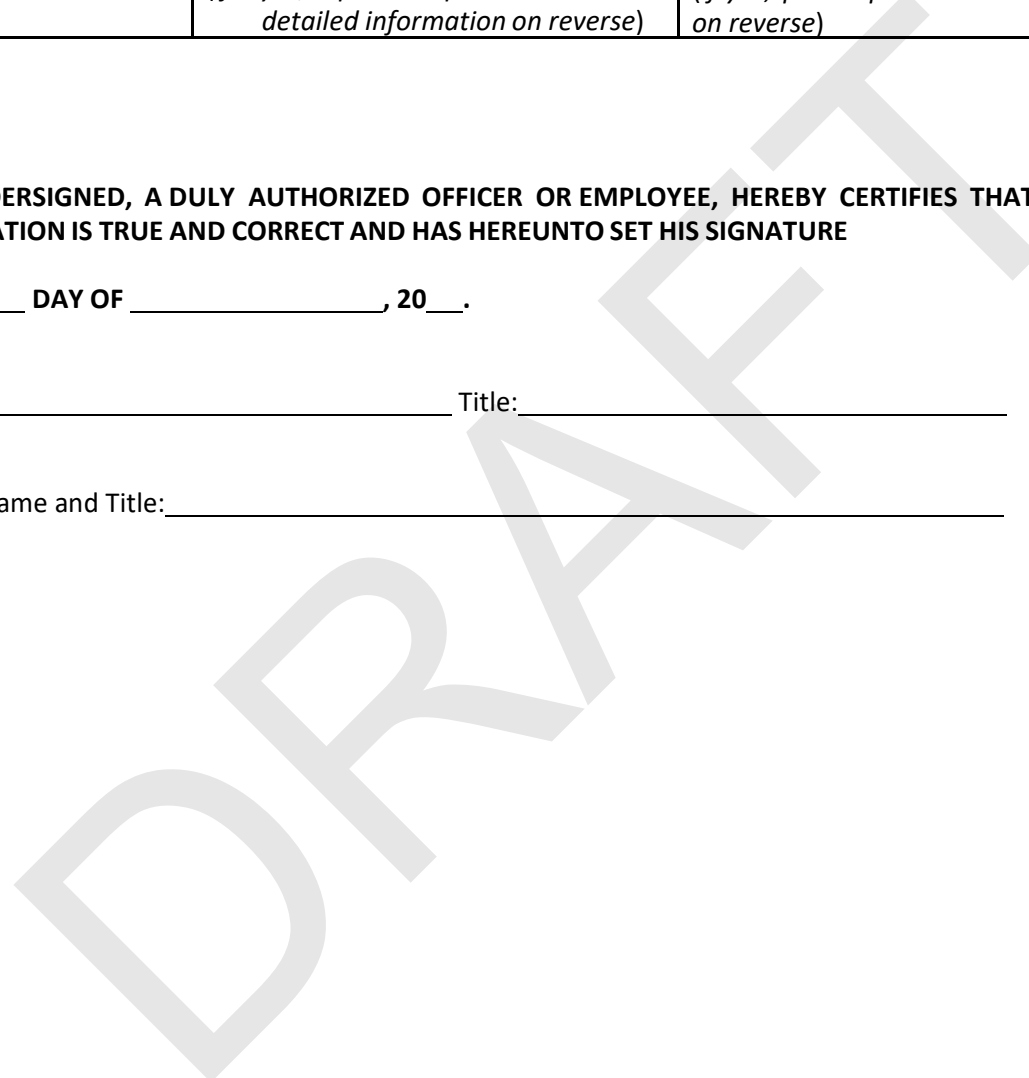
Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please provide detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please provide detailed information on reverse)</i>
--	---	--

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS _____ DAY OF _____, 20__.

By: _____ Title: _____

Printed Name and Title: _____



Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a _____, formed under the laws of _____
(Type of Business) (State or Province)

of which he/she is _____.
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT-S NAME

AFFIANT-S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this ____ Day of _____, 20__.

Personally Known _____ Or Produced Identification

Type of Identification

NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: _____

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers- Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Business Auto: Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Professional Liability: Indicate Best Rating: _____
Indicate Best Financial Classification: _____

1. Is the insurer to be used for Workers- Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers- Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____
Typed or Printed

Signature _____.

Date _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By _____ of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation)
acknowledging)

a _____ Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____ as identification.

Return Completed form with supporting documents to:

**Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308**

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Bid Title: Invitation to Bid for Mowing and Other Maintenance Services, Conveyance Systems

Bid Number: BC-11-07-19-05

Opening Date: November 7, 2019

Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

Signature

Date

ATTACHMENT A

Group A - Parks and Recreation Specifications and Locations

All requirements of the bid document, including the special requirements of this attachment, shall be met by the contractor.

SPECIAL REQUIREMENTS SPECIFIC TO DIVISION OF PARKS AND RECREATION

- Due to the nature of the business and location of certain park facilities, all employees or any persons performing maintenance activities under this contract must obtain a Leon County School Board background screening and should be able to produce proof of approval upon demand.
- All work for the Division of Parks and Recreation shall be performed Monday thru Friday.
- All tree and shrubbery pruning, and trimming shall be performed in accordance with established practices and at the appropriate time spelled out in the mowing schedule below. All tree and shrub clippings are to be removed from the facility and disposed of properly at the Vendors expense.

GENERAL INFORMATION

The Leon County Division of Parks and Recreation is responsible for the maintenance of County owned recreation facilities. These facilities range in size and complexity. The mowing cost submitted must be on a per location basis given the varying size of the designated facilities.

The Vendor will be required to mow the designated facilities according to the schedule provided. The mowing services will be completed by equipment that is suitable for a product that is acceptable to the County. Acceptable equipment includes but is not limited to:

- Commercial zero turn mowers, lawn tractors, or walk behind mowers;
- Trucks, trailers, and other means of transportation;
- Commercial weed eaters, blowers and edgers;
- Garden tools such as hedgers and chainsaws;
- Tractors (bush hogs).

The facilities and locations, their Class designation and maintenance requirements are as follows (this list may be increased or decreased according to budget availability and other requirements):

Class A – 26 cycles (Sites – see Table 1)

Requirements:

- Biweekly service required March 1 through May 4 and September 1 through November 30
- Weekly service shall begin May 5 and run through August 31

Class B - 17 cycles (Sites – see Table 1)

Requirements:

- Maintenance is to be completed on a biweekly schedule (every 14-days) throughout the duration of the mowing season

Class C - 9 cycles (Sites – see Table 1)

Requirements:

- Monthly Bush hogging of open park area
- Work shall be completed before the 7th of each month and the last cut should occur between November 15 and November 30.

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Table 1					
Group A - Parks and Recreation Locations					
Park Name	Address	Class	Estimated Mowing Acreage	Estimated Bush Hog Acreage	Notes
Apalachee Regional Park - Active Area	7550 Apalachee Parkway	A	7.82		Including all areas around football fields, but not the fields themselves
Apalachee Regional Park - Entrance	7550 Apalachee Parkway	A	5.87		
Apalachee Regional Park Median ROW	7550 Apalachee Parkway	C	11.56		Monthly service and Department of Transportation Terms and Inspection
Apalachee Regional Park- Passive Area	7550 Apalachee Parkway	B	15.38		Cross country area
Apalachee Regional Park – Overflow Parking Cell	7750 Apalachee Parkway	C		26.41	July, August, Sept., Oct (only)
Bradfordville Community Center and Dog Park	6808 BeechRidge Trail	A	6.91		
Brent Drive Park	812 Brent Dr., 32305	A	.97		
Broadmoor Pond	4723 Jackson Bluff Rd	A	6.97		
Canopy Oaks Community Park	3250 Point View Dr, 32303	A	4.07		Excluding the baseball fields outfields or the football field
Daniel B. Chaires Community Park	4768 Chaires Cross Rd, 32317	A	7.25		
Fort Braden Community Center	16387 Blountstown Hwy.	A	3.6		
Fort Braden Community Park	15100 Blountstown Hwy, 32310	A	2.83		Excluding the baseball fields outfields or the

					football field
Fred George Greenway and Park (Trails)	3043 Capital Circle N. W.	B	.78		Trails only
Fred George Greenway and Park (Common areas and around house)	3043 Capital Circle N. W.	A	14		Excluding the baseball field and football field
J. Lewis Hall Sr. Recreation Complex (Woodville Park)	1492 J.Lewis Hall Sr. Ln, 32305	A	8.64		Excluding the baseball fields outfields or the football field
Jackson View Park	2585 Clara Kee Blvd.	A	14.79		
Lake Henrietta Park (a.k.a. Anita Davis Preserve)	3305 Springhill Rd	A	8.59		Including the entrance and ditches and from the trail-sides all the way to the no-mow zone
Martha Wellman Park	5317 W Tennessee	A	3.25		
Miccosukee Community Center	13887 Moccasin Gap, 32308	A	.7		
Miccosukee Community Park – East & West	15011 Cromartie Ard, 32309	A & C	3.58	2.14	Including the bull pen areas and areas around the Concord School; Excluding the baseball fields (East-A) (West-C)
Okeeheepkee Prairie Park	1294 Fuller Rd.	A	3.11		
Orange-Meridian Park	Corner of Meridian and Orange Ave.	A	.59		
Orchard Pond Trailhead – Parking Lot 1		B	.2		Only access is via the Orchard Pond Parkway toll road
Orchard Pond Trailhead – Parking lot 2	On Orchard Park Parkway toll road	B	1.21		Accessed by Orchard Pond Tr. (a dirt road) off of Old Bainbridge Rd
Robinson Rd Park	1819 Robinson Rd	A	2.53		
Stoneler Road Park	5225 Stoneler Rd, 32303	A	2.22		

Tower Road Park	5971 Tower Rd, 32303	A	2.47		
Ben Stoutamire Landing Park	2552 Ben Stoutamire Rd, 32310	B	< ½ Acre		
Blount Landing	24370 Lanier St, 32310	B	< ½ Acre		
Bull Headley Landing	10146 Bull Headley Rd, 32312	B	< ½ Acre		
Cedar Hill Landing	461 Cedar Hill Landing RD, 32312	B	< ½ Acre		
Crowder Landing	1300 Crowder Rd, 32303	B	< ½ Acre		
Cypress Landing	16130 Rococo RD, 32308	C		8 acres	
Elkhorn Landing	4050 Elkhorn Rd, 32310	C		Less than ½ an acre	
Faulk Drive Landing	End of Road	C		Less than ½ an acre	
Fuller Road Landing	1310 Fuller RD, 32303	B	< ½ Acre		
Gil Waters Preserve (Lake Munson Preserve)	5800 Crawfordville Hwy, 32305	B	1.54		Crawfordville Hwy and Jackson Moody Place
Jackson View Landing	4967 N. Monroe St., 32303	B	< ½ Acre		
Kate Ireland Park	12271 Iamonia Landing Rd, 32312	B	1.2		
Luther Hall Landing	2997 Luther Hall Road, 32310	B	< ½ Acre		Beginning after the stop sign, both sides of the road to the landing (but not the campground)
Meginnis Arm Landing	End of Road	C		Less than ½ an acre	

Miller Landing	End of Road	C		Less than ½ an acre	
Munson Landing	1025 Munson Landing RD, 32305	B	< ½ Acre		
Rhoden Cove Landing	801 Rhoden Cove RD, 32312	B	< ½ Acre		
Sunset Landing	4800 Jackson Cove Rd	B	< ½ Acre		
Vause Landing	End of Road	B	< ½ Acre		
Wainwright Landing	End of Road	B	< ½ Acre		
Williams Landing Campground (and landing)	951 Williams Landing Rd, 32310	B	2.86		

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**ATTACHMENT B
Group B - Facilities Management Specifications and Locations**

All requirements of the bid document, including the special requirements of this attachment, shall be met by the contractor.

SPECIAL REQUIREMENTS SPECIFIC TO DIVISION OF FACILITIES MANAGEMENT

- After completion of services, the Contractor shall fill out the Grounds Service Record form via Smartsheet, which will automatically send an email to the ORSGrounds@leoncountyfl.gov
- The County Contract Manager or designee will have 72 hours to verify services provided and will note any discrepancies on the Grounds Routine Inspection form via Smartsheet, which will automatically send an email back to the vendor.
- Employees must pass a Florida Department of Law Enforcement background check to service the Public Safety Complex. It is the Contractor's responsibility to provide employee information to the County and the background check will be furnished by the County.

GENERAL INFORMATION

The Leon County Division of Facilities Management is responsible for the maintenance of County owned facilities. These facilities range in size and complexity.

For planning purposes, a vendor can expect to service each facility a minimum of one service every fourteen days, or 26 times per year. Maintenance is to be completed on a biweekly schedule (every 14-days) throughout the duration of the mowing season.

The mowing services will be completed by equipment that is suitable for a product that is acceptable to the County. Acceptable equipment includes but is not limited to:

- Commercial zero turn mowers, lawn tractors, or walk behind mowers;
- Trucks, trailers, and other means of transportation;
- Commercial weed eaters, blowers and edgers;
- Garden tools such as hedgers and chainsaws.

Group B - Facilities Management Locations			
Location Name	Address	Estimated Acreage	Notes
Agricultural Center	615 Paul Russell Road	3.57	Trees limbs, grass clippings, etc., will not be removed from the site, but will be recycled as mulch around trees and shrubs to a depth of no more than four inches. A two inch air space shall be left around the trunks of plants.
Amtrak	918 Railroad Avenue	1.05	
B.L. Perry Library	2817 South Adams Street	2.17	
Community Services Complex	501 South Appleyard Road	1.21	
Eastside Library and Pedrick Park	5701 Mahan Dr. or 1583 Pedrick Road	9.23	Includes library and park

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Fort Braden Library	16327 Blountstown Highway	7.61	
Huntington Oaks Town Center	3840 North Monroe Street	1.33	
Leon County Courthouse	301 South Monroe Street	.58	Year round 14 day mowing cycle.
Main Health Department	2965 Municipal Way	1.28	
Main Library	200 West Park Avenue	1.1	Year round 14 day mowing cycle.
Moody Cemetery	5806 Fox Road	.76	
Northeast Library	5513 Thomasville Road	2.8	
Office of Resource Stewardship	1907 South Monroe Street	1.46	
Pauper Cemetery	5800 Crawfordville Road	3.1	
Public Safety Complex	911 Easterwood Drive	4.96	Year round 14 day mowing cycle. This also requires an additional Florida Department of Law Enforcement background check.
Public Works Complex	2280 Miccosukee Road	5.25	
Robert Stevens Health Clinic	1515 Old Bainbridge Road	2	
Southside Health Clinic	872 West Orange Avenue	2.04	
Tharpe Street Warehouse	3401 West Tharpe Street	.18	
Traffic Court	1920 Thomasville Road	.46	
Woodville Community Center and Library	8000 Old Woodville Rd	1.81	

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**Attachment C
Group C - Right-of-Way Specifications and Locations**

All requirements of the bid document, including the special requirements of this attachment, shall be met by the contractor.

SPECIAL REQUIREMENTS SPECIFIC TO DIVISION OF RIGHT-OF-WAY

- The successful bidder shall have on the jobsite at all times an employee who possesses a current Florida Department of Transportation Maintenance of Traffic-Intermediate Certificate for Work Zone Traffic Control. The successful bidder must meet this requirement prior to commencing any work on Leon County rights of way or roads.

GENERAL INFORMATION

The Leon County Division of Right-of-Way is responsible for the maintenance of County owned rights-of-way. These locations range in size and complexity. The mowing cost submitted must be on a per site basis given the varying size of the designated locations.

The mowing services will be completed by equipment that is suitable for a product that is acceptable to the County. Acceptable equipment includes but is not limited to:

- Commercial zero turn mowers, lawn tractors, or walk behind mowers;
- Trucks, trailers, and other means of transportation;
- Commercial weed eaters, blowers and edgers.

Maintenance is to be completed on a biweekly schedule (every 14-days) throughout the duration of the mowing season.

Group C - Right-of-Way Locations					
Road Name	From	To	Acres	One Side of Road	Both Side of Road
Timber Lane Rd.	Oakfield Dr.	Deer Lane	.21	Yes	
Martin Hurst Rd.	Timber Lane Rd.	End of sidewalk	.24	Yes	
Chaires Cross Rd.	Chaires Elementary	Green Oak Dr.	.96	Yes	
Lawhorn Rd.	Old Woodville Rd.	Woodville Hwy	.15	Yes	
Natural Bridge Rd.	Old Woodville Rd.	Woodville Hwy	.14	Yes	
Stonler Rd.	Stonler Park entrance	End of side walk	1.21	Yes	
Tower Rd.	Park entrance	End of side walk	.71	Yes	
Bannerman Rd.	Fire Department	Shell gas station entrance	.43	Yes	
Fred George Rd.	Church driveway	Rail road tracks	.83	Yes	
Pontiac Dr. vacant lot	S.W. corner of Pontiac Dr.	Orange Av.	.25		
Dozier Dr./vacant lot	S.E. corner of Dozier Dr.	Orange Av.	.27		

Sheridan Rd./vacant lot	corner of Sheridan Rd.	Corner of Devra Dr.	.31		
Miccosukee park entrance	N.W. corner of park entrance	N.E. corner of park entrance	.25		
Bechridge Trail	Bannerman Rd.	Beechridge Ct.	.15		Yes
Beech Ridge Trail-ext.	End of park Maintenance	Kinhega Roundabout	.15		
Clarakee Blvd-park	2528 Clarakee Blvd	2592 Clarakee Blvd	.07		
Clarakee Blvd Entrance	Privacy fence	Drive way	.11		
Ben Blvd-4238	ditch on both side	Top & slope	.10		
Mcleod-4045	Front of vacant lot	Front of vacant lot	.20		
Common wealth-lowes	Capital circle	End of Culdesac	.84		Yes
Common wealth-lowes	Median	Median	2.6		
Balkin Rd.	Center Dr.	1253 Balkin Rd.	.46	Yes	
Pointview Dr.	Perkins Rd.	27 North	8.3		Yes
Sable Chase Pond	1858 Acorn ridge Trl.	End of side walk	.14	Yes	
Velda Dairy Rd	Bradforville Rd.	4949 Velda Dairy Rd.	8.9		Yes
Lonnie Rd.	From Miccosukee Rd.	Dempsey Mayo Rd.	.91		Yes
Bannerman Rd.	From roundabout	Quail Common Trail	.15		
Bannerman Rd.	Both median	median	2.6		
Natural Bridge Rd.	Woodville Hwy	End of side walk	.80		

DRAFT

UNIT PRICE SHEET - GROUP A - DIVISION OF PARKS AND RECREATION										
Submittal Checklist (The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids)										
Documentation that bidder has been in lawn or landscape business for a minimum of two (2) years with at least one of those years working for a local government agency. Proof of this requirement may be provided by copies of business certificates for date range required, contract copies for services, or other reasonable means of proof.										
Documentation that the bidder's Contract Manager to be assigned to this contract has a minimum of no less than three (3) years of experience in the lawn or landscape business with proven supervisory experience.										
A minimum of two references from previous or current clients to include contact name, company, address, phone number, and email.										
Bidder's operations and management plan regarding staffing and approach to providing the services under this bid.										
Bidder's expected standard of conduct for employees; supervisor plan and policy for crews; uniform policy; and level of staffing.										
A listing of at least three facilities or locations currently being serviced that are similar to the requirements of this bid. County staff may visit the facilities or locations to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by Company name, address, point of contact, and phone number.										
Local Business certification (if applicable).										
All required documents listed in the bid document under "Bid Checklist" on page 17. This includes Completed Bid Response Sheet with Manual Signature, Affidavit Immigration Laws, Identical Tie Bid Statement, Insurance Certification Form, Certification/Debarment Form, and Applicable Licenses/Registrations										
Completed "Bid Response Sheet" to include bidder's cost per visit per location and equipment with an manual signature from an authorized representative of the bidder.										
List of Equipment (bidder may add rows as needed)										
Trucks	Trailers	Mowers	Blowers	Weed Eaters	Trimmers	Tractors	Misc. Equipment			
Cost Sheet										
Division of Parks and Recreation Cost Sheet										
Park Name	Address	Class	Estimated Mowing Acreage	Bushhog Acreage	Notes	Cost Per Visit Per Location	Class Cycles	Estimated Annual Total		
Apalachee Regional Park - Active Area	7550 Apalachee Parkway	A	7.82			\$0.00	26	\$0.00		
Apalachee Regional Park - Entrance	7550 Apalachee Parkway	A	5.87			\$0.00	26	\$0.00		
Apalachee Regional Park Median ROW	7550 Apalachee Parkway	C	11.56		Monthly service and Department of Transportation Terms and Inspection	\$0.00	9	\$0.00		
Apalachee Regional Park - Passive Area	7550 Apalachee Parkway	B	15.38			\$0.00	17	\$0.00		
Apalachee Regional Park - Overflow Parking	7550 Apalachee Parkway	C		26.41		\$0.00	9	\$0.00		
Bradfordville Community Center and Dog Park	6808 BeechRidge Trail	A	6.91			\$0.00	26	\$0.00		
Brent Drive Park	812 Brent Dr., 32305	A	0.97			\$0.00	26	\$0.00		
Broadmoor Pond	4723 Jackson Bluff Rd	A	6.97			\$0.00	26	\$0.00		
Canopy Oaks Community Park	3250 Point View Dr, 32303	A	4.07		Excluding the baseball fields outfields or the football field	\$0.00	26	\$0.00		
Daniel B. Chaires Community Park	4768 Chaires Cross Rd, 32317	A	7.25		Excluding the baseball fields	\$0.00	35	\$0.00		
Fort Braden Community Center	16387 Blountstown Hwy.	A	3.6			\$0.00	26	\$0.00		
Fort Braden Community Park	15100 Blountstown Hwy, 32310	A	2.83		Excluding the baseball fields outfields or the football field	\$0.00	26	\$0.00		
Fred George Greenway and Park (Trails)	3043 Capital Circle N. W.	B	0.78		Trails only	\$0.00	17	\$0.00		
Fred George Greenway and Park (Common areas and around house)	3043 Capital Circle N. W.	A	14		Excluding the baseball field and football field	\$0.00	26	\$0.00		
J. Lewis Hall Sr. Recreation Complex (Woodville Park)	1491 J. Lewis Hall Sr. Ln, 32305	A	8.64		Excluding the baseball fields outfields or the football field	\$0.00	26	\$0.00		
Jackson View Park	2585 Clara Kee Blvd.	A	14.79			\$0.00	26	\$0.00		
Lake Henrietta Park (a.k.a. Anita Davis Preserve)	3305 Springhill Rd	A	8.59		Including the entrance and ditches and from the trail-sides all the way to the no-mow zone	\$0.00	26	\$0.00		
Martha Wellman Park	5317 W Tennessee	A	3.25			\$0.00	26	\$0.00		
Miccosukee Community Center	13887 Moccasin Gap, 32308	A	0.7			\$0.00	26	\$0.00		
Miccosukee Community Park	15011 Cromartie Ard, 32309	A	3.58		Including the bull pen areas and areas around the Concord School, excluding the baseball fields	\$0.00	26	\$0.00		
Miccosukee Community Park	15012 Cromartie Ard, 32309	C		2.14		\$0.00	9	\$0.00		
Okeehopee Prairie Park	1294 Fuller Rd, 32303	A	3.11			\$0.00	26	\$0.00		
Orange-Meridian Park	Corner of Meridian and Orange Ave.	A	0.59			\$0.00	26	\$0.00		
Orchard Pond Trailhead - Parking Lot 1		B	0.2		Accessed by Orchard Pond Tr. (a dirt road) off of Old Bainbridge Rd	\$0.00	17	\$0.00		
Orchard Pond Trailhead - Parking lot 2	On Orchard Park Parkway toll road	B	1.21		Only access is via the Orchard Pond Parkway toll road	\$0.00	17	\$0.00		
Robinson Rd Park	1819 Robinson Rd	A	2.53			\$0.00	26	\$0.00		
Stoneler Road Park	3275 Stoneler Rd, 32303	A	2.22			\$0.00	26	\$0.00		
Tower Road Park	5971 Tower Rd, 32303	A	2.47			\$0.00	26	\$0.00		
Ben Stoutamire Landing Park	2552 Ben Stoutamire Rd, 32310	B	0.5			\$0.00	17	\$0.00		
Blount Landing	24370 Lanier St, 32310	B	0.5			\$0.00	17	\$0.00		
Bull Headley Landing	10146 Bull Headley Rd, 32312	B	0.5			\$0.00	17	\$0.00		
Cedar Hill Landing	461 Cedar Hill Landing Rd, 32312	B	0.5			\$0.00	17	\$0.00		
Crowder Landing	1380 Crowder Rd, 32303	B	0.5			\$0.00	17	\$0.00		
Cypress Landing	16130 Recco Rd, 32308	C		8		\$0.00	9	\$0.00		
Elkhorn Landing	4050 Elkhorn Rd, 32310	C		0.5		\$0.00	9	\$0.00		
Faulk Drive Landing	END OF ROAD	C		0.5		\$0.00	9	\$0.00		
Fuller Road Landing	1310 Fuller RD, 32303	B	0.5			\$0.00	17	\$0.00		
Gil Waters Preserve (Lake Munson Preserve)	5800 Crawfordville Hwy, 32305	B	1.54		Crawfordville Hwy and Jackson Moody Place	\$0.00	17	\$0.00		
Jackson View Landing	4967 N. Monroe St., 32303	B	0.5			\$0.00	17	\$0.00		
Kate Ireland Park	12271 Iamonia Landing Rd, 32312	B	1.2			\$0.00	17	\$0.00		
Luther Hall Landing	2997 Luther Hall Road, 32310	B	0.5		Beginning after the stop sign, both sides of the road to the landing (but not the campground)	\$0.00	17	\$0.00		
Meginnis Arm Landing	END OF ROAD	C		0.5		\$0.00	9	\$0.00		
Miller Landing	END OF ROAD	C		0.5		\$0.00	9	\$0.00		
Munson Landing	1025 Munson Landing RD, 32305	B	0.5			\$0.00	17	\$0.00		
Rhoden Cove Landing	801 Rhoden Cove RD, 32312	B	0.5			\$0.00	17	\$0.00		
Sunset Landing	4800 Jackson Cove Rd	B	0.5			\$0.00	17	\$0.00		
Vause Landing	END OF ROAD	B	0.5			\$0.00	17	\$0.00		
Wainwright Landing	END OF ROAD	B	0.5			\$0.00	17	\$0.00		
Williams Landing Campground (and landing)	951 Williams Landing Rd, 32310	A	2.86			\$0.00	26	\$0.00		
								Estimated Annual Total		\$0.00

Print Name _____

Signature _____ Date _____

UNIT PRICE SHEET - GROUP B - DIVISION OF FACILITIES MANAGEMENT

Submittal Checklist (The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids)

Documentation that bidder has been in lawn or landscape business for a minimum of two (2) years with at least one of those years working for a local government agency. Proof of this requirement may be provided by copies of business certificates for date range required, contract copies for services, or other reasonable means of proof.
Documentation that the bidder's Contract Manager to be assigned to this contract has a minimum of no less than three (3) years of experience in the lawn or landscape business with proven
A minimum of two references from previous or current clients to include contact name, company, address, phone number, and email.
Bidder's operations and management plan regarding staffing and approach to providing the services under this bid.
Bidder's expected standard of conduct for employees; supervisor plan and policy for crews; uniform policy; and level of staffing.
A listing of at least three facilities or locations currently being serviced that are similar to the requirements of this bid. County staff may visit the facilities or locations to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by Company name, address, point of contact, and phone number.
Local Business certification (if applicable).
All required documents listed in the bid document under "Bid Checklist" on page 17. This includes Completed Bid Response Sheet with Manual Signature, Affidavit Immigration Laws, Identical Tie Bid Statement, Insurance Certification Form, Certification/Debarment Form, and Applicable Licenses/Registrations
Completed "Bid Response Sheet" to include bidder's cost per visit per location and equipment with an manual signature from an authorized representative of the bidder.

List of Equipment (bidder may add rows as needed)

Trucks	Trailers	Mowers	Blowers	Weed Eaters	Trimmers	Tractors	Misc. Equipment

Cost Sheet

Division of Facilities Management Cost Sheet

Facility Name	Address	Estimated Mowing Acreage	Notes	Cost Per Visit Per Location	Cycles	Estimated Annual Total
Agricultural Center	615 Paul Russell Road	3.57	Trees limbs, grass clippings, etc., will not be removed from the site, but will be recycled as mulch around trees and shrubs to a depth of no more than four inches. A two inch air space shall be left around the trunks of plants. No areas of bare soil shall be allowed. If areas are too shaded to grow turf, mulch will be maintained.	\$0.00	26	\$0.00
Amtrak	918 Railroad Avenue	1.05		\$0.00	26	\$0.00
B.L. Perry Library	2817 South Adams Street	2.17		\$0.00	26	\$0.00
Community Services Complex	501 South Appleyard Road	1.21		\$0.00	26	\$0.00
Eastside Library and Pedrick Park	1583 Pedrick Road	9.23		\$0.00	26	\$0.00
Fort Braden Library	16327 Blountstown Highway	7.61		\$0.00	26	\$0.00
Huntington Oaks Town Center	3840 North Monroe Street	1.33		\$0.00	26	\$0.00
Leon County Courthouse	301 South Monroe Street	0.58	Year round 14 day mowing cycle.	\$0.00	26	\$0.00
Main Health Department	2965 Municipal Way	1.28		\$0.00	26	\$0.00
Main Library	200 West Park Avenue	1.1	Year round 14 day mowing cycle.	\$0.00	26	\$0.00
Moody Cemetery	5806 Fox Road	0.76		\$0.00	26	\$0.00
Northeast Library	5513 Thomasville Road	2.8		\$0.00	26	\$0.00
Office of Resource Stewardship	1907 South Monroe Street	1.46		\$0.00	26	\$0.00
Pauper Cemetery	5800 Crawfordville Road	3.1		\$0.00	26	\$0.00
Public Safety Complex	911 Easterwood Drive	4.96	Year round 14 day mowing cycle. This also requires an additional Florida Department of Law Enforcement background check.	\$0.00	26	\$0.00
Public Works Complex	2280 Miccosukee Road	5.25		\$0.00	26	\$0.00
Robert Stevens Health Clinic	1515 Old Bainbridge Road	2		\$0.00	26	\$0.00
Southside Health Clinic	872 West Orange Avenue	2.04		\$0.00	26	\$0.00
Tharpe Street Warehouse	3401 West Tharpe Street	0.18		\$0.00	26	\$0.00
Traffic Court	1920 Thomasville Road	0.46		\$0.00	26	\$0.00
Woodville Community Center and Library	8000 Old Woodville Rd	1.81		\$0.00	26	\$0.00
Estimated Annual Total						\$0.00

Print Name

Signature

Date

UNIT PRICE SHEET - GROUP C - DIVISION OF RIGHT-OF-WAY								
Submittal Checklist (The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids)								
Documentation that bidder has been in lawn or landscape business for a minimum of two (2) years with at least one of those years working for a local government agency. Proof of this requirement may be provided by copies of business certificates for date range required, contract copies for services, or other reasonable means of proof.								
Documentation that the bidder's Contract Manager to be assigned to this contract has a minimum of no less than three (3) years of experience in the lawn or landscape business with proven supervisory								
A minimum of two references from previous or current clients to include contact name, company, address, phone number, and email.								
Bidder's operations and management plan regarding staffing and approach to providing the services under this bid.								
Bidder's expected standard of conduct for employees; supervisor plan and policy for crews; uniform policy; and level of staffing.								
A listing of at least three facilities or locations currently being serviced that are similar to the requirements of this bid. County staff may visit the facilities or locations to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by Company name, address, point of contact, and phone number.								
Local Business certifaicton (if applicable).								
All required documents listed in the bid document under "Bid Checklist" on page 17. This includes Completed Bid Response Sheet with Manual Signature, Affidavit Immigration Laws, Identical Tie Bid Statement, Insurance Certification Form, Certification/Debarment Form, and Applicable Licenses/Registrations								
Completed "Bid Response Sheet" to include bidder's cost per visit per location and equipment with an manual signature from an authorized representative of the bidder.								
List of Equipment (bidder may add rows as needed)								
Trucks	Trailers	Mowers	Blowers	Weed Eaters	Trimmers	Tractors	Misc. Equipment	
Cost Sheet								
Division of Right-of-Way								
Road Name	From	To	Acres	One Side of Road	Both Side of Road	Cost Per Visit Per Location	Cycles	Estimated Annual Total
Timber Lane Rd.	Oakfield Dr.	Deer Lane	0.21	Yes		\$0.00	26	\$0.00
Martin Hurst Rd.	Timber Lane Rd.	side walk end	0.24	Yes		\$0.00	26	\$0.00
Chaires Cross Rd.	Chiares Elementary	Green Oak Dr.	0.96	Yes		\$0.00	26	\$0.00
Lawhorn Rd.	Old Woodville Rd.	Woodville Hwy	0.15	Yes		\$0.00	26	\$0.00
Natural Bridge Rd.	Old Woodville Rd.	Woodville Hwy	0.14	Yes		\$0.00	26	\$0.00
Stonler Rd.	Stonler Park entrance	End of side walk	1.21	Yes		\$0.00	26	\$0.00
Tower Rd.	Park entrance	end of side walk	0.71	Yes		\$0.00	26	\$0.00
Bannerman Rd.	Fire Department		0.43	Yes		\$0.00	26	\$0.00
Fred George Rd.	Church driveway	Rail road tracks	0.83	Yes		\$0.00	26	\$0.00
Pontiac Dr. vacant lot	S.W. corner of Pontiac Dr.	Orange Av.	0.25			\$0.00	26	\$0.00
Dozier Dr./vacant lot	S.E. corner of Dozier Dr.	Orange Av.	0.27			\$0.00	26	\$0.00
Sheridan Rd./vacant lot	corner of Sheridan Rd.	corner of Devar Dr.	0.31			\$0.00	26	\$0.00
Miccosukee park entrance	N.W. corner of park entrance	N.E. corner of park entrance	0.25			\$0.00	26	\$0.00
Bechridge Trail	Bannerman Rd.	Beechridge Ct.	0.15		Yes	\$0.00	26	\$0.00
Beech Ridge Trail-ext.	End of park Maintenance	Kinhega Roundabout	0.15			\$0.00	26	\$0.00
Clarakee Blvd-park	2528 Clarakee Blvd	2592 Clarakee Blvd	0.07			\$0.00	26	\$0.00
Clarakee Blvd Entrance	Privacy fence	Drive way	0.11			\$0.00	26	\$0.00
Ben Blvd-4238	ditch on both side	Top&slope	0.1			\$0.00	26	\$0.00
McLeod-4045	Front of vacant lot	Front of vacant lot	0.2			\$0.00	26	\$0.00
Common wealth-lowes	Capital circle	End of Culdesac	0.84		Yes	\$0.00	26	\$0.00
Common wealth-lowes	Medium	Medium	2.6			\$0.00	26	\$0.00
Balkin Rd.	Center Dr.	1253 Balkin Rd.	0.46	Yes		\$0.00	26	\$0.00
Pointview Dr.	Perkins Rd.	27 north	8.3		Yes	\$0.00	26	\$0.00
Sable Chase Pond	1858 Acorn ridge Trl.	end side walk	0.14	Yes		\$0.00	26	\$0.00
Velda Dairy Rd	Bradforville Rd.	4949 Velda Dairy Rd.	8.9		Yes	\$0.00	26	\$0.00
Lonnie Rd.	From Miccosukee Rd.	Dempsey Mayo Rd.	0.91		Yes	\$0.00	26	\$0.00
Bannerman Rd.	From roundabout	Quail Common Trail	0.15			\$0.00	26	\$0.00
Bannerman Rd.	Both medium		2.6			\$0.00	26	\$0.00
Natural Bridge Rd.	Woodville Hwy	End of side walk	0.8			\$0.00	26	\$0.00
							Estimated Annual Total	\$0.00

Print Name

Signature

Date

Additional Documentation Requirements:

Please list at least three (3) facilities currently being serviced that County staff may visit as an option to evaluate a representative sampling of the bidder's performance.

Company Name	Address	Point of Contact	Phone Number

References from previous or current clients for verification of minimum qualifications.

Name	Phone Number	Email Address

DRAFT

Equipment - Contractor's equipment must be owned by the company and readily available to be assigned to use under the terms of the contract. The Contractor will supply all additional materials required to fulfill this contract, i.e. trash bags if required.

LIQUIDATED DAMAGES:

It is the objective of Leon County to obtain full performance in accordance with the specifications, and at the quality standards of work set forth in this contract. To that end, the County is contracting for the complete performance of each service job as identified in the specifications. If the work to be performed under this Contract is not completed in accordance with the specifications, and at the quality standards of work set forth in this contract, or through changes as may be granted in writing by the County, the Contractor shall be deemed to be in default. The contractor shall be notified in writing of the needed improvement and three (3) business days to correct the deficiencies. If the improvements are not completed in the time frame provided, for each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$50 per day.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

BID CHECKLIST:

Please submit the items on the following list and any other items required by the County. The checklist is provided as a courtesy and may not be inclusive of all items.

- | | |
|-----|--|
| ✓ | Completed Bid Response Sheet with Manual Signature |
| ✓ | Affidavit Immigration Laws |
| ✓ | Equal Opportunity/Affirmative Action Statement |
| ✓ | Identical Tie Bid Statement |
| ✓ | Insurance Certification Form |
| ✓ | Contractor's Business Information Form |
| ✓ | Non-Collusion Affidavit |
| ✓ | Certification/Debarment Form |
| ✓ | Local Vendor Certification |
| N/A | Applicable Licenses/Registration |
| ✓ | E-Verify Form |
| ✓ | Contractor Qualification Proof |



Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Bryan Desloge, Chairman
Leon County Government

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

Valis Lawn Care Inc.

(Firm
Name)

BY

VALENTIN PELAYO

(Authorized Representative)

VALENTIN PELAYO

(Printed or Typed Name)

ADDRESS

9065 Hiddencreek Ln

Tallahassee FL 32311

EMAIL ADDRESS

valslawncare@gmail.com

TELEPHONE

850 322 7456

FAX

850 942 2695

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 12/19/19 Initials VP

Addendum #2 dated 12/23/19 Initials VP

Addendum #3 dated 1/7/20 Initials VP

4 1/7/20 VP

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Val's Lawn Care LLC

Signature: [Handwritten Signature] Title: President

STATE OF FL
COUNTY OF Leon

Sworn to and subscribed before me this 16 day of Jan, 2020.


Personally known _____

NOTARY PUBLIC

OR Produced identification FL DL Notary Public - State of FL

FL DL
(Type of identification)

My commission expires: March 31, 2021


LANCE ANDERSON
MY COMMISSION # GG 071882
EXPIRES: March 31, 2021
Bonded Thru Budget Notary Services
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:

Valerie Perry O

Title:

President

Firm:

Valis Lawn Care Inc

Address:

9065 Holden Creek Ln
Tallahassee FL 32311

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

This firm complies fully with the above requirements.

This firm does not have a drug free work place program at this time.


Bidder's Signature

President
Title

1/14/20
Date

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: <u>Valis Lawn Care LLC</u>	
Street Address: <u>9065 Hiddencreek Ln</u>	
City, State, Zip: <u>Tallahassee FL 32311</u>	
Taxpayer ID Number: <u>200714812</u>	
Telephone: <u>850 322 7456</u>	Fax: <u>850 942 2695</u>
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: 2006

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
<u>Valentin Pelayo</u>	<u>President</u>	<u>850 322 7456</u>	<u>valshinnake@gmail.com</u>

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	
License Type:	
License Number:	Expiration Date:
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

BONDS Surety Company 1

Company Name	Auto Owners Insurance
Contact's Name	Robin Rudd
Telephone	850 391-2043
Fax	
Address	2600 Centennial Place Suite 200 Tallahassee FL 32308

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

Present Amount of Bonding Coverage (\$): <u>5%</u> <u>OF Bid</u>	Has your application for surety bond ever been declined? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please provide detailed information on reverse)	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please provide detailed information on reverse)
---	---	--

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 14 DAY OF January, 2020.

By: Valentin Relayo Title: President

Printed Name and Title: Valentin Relayo President

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

Val's Lawn Care INC.

(Name of Corporation, Partnership, Individual, etc.)

a Lawn maintenance

(Type of Business)

formed under the laws of Florida

(State or Province)

of which he/she is Owner / president.

(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

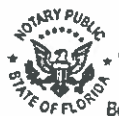
AFFIANT-S NAME

AFFIANT-S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 16th Day of Jan, 2020.

Personally Known _____ Or Produced Identification

Type of Identification FLDL



LANCE ANDERSON
MY COMMISSION # GG 071882
EXPIRES: March 31, 2021
Bonded Thru Budget Notary Services

[Signature]

NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: March 31, 2021

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers- Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

A+
X

Business Auto:

Indicate Best Rating:

Indicate Best Financial Classification:

A+
X

Professional Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

A+
X

1. Is the insurer to be used for Workers- Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating:

Indicate Best Financial Classification:

A+
X

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Valentin Pelayo
Typed or Printed

Signature Valentin Pelayo

Date 1/14/20

Title President
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Valis Law
Signature

President
Title

Valis Lawn Care Inc.
Contractor/Firm

9065 Hobbscreek Ln Tallahassee FL 32311
Address

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <u>Val's Lawn Care Inc.</u>	
Current Local Address:	Phone: <u>850 322 7450</u> Fax: <u>850 942 2695</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

Valentin Pelayo
Signature of Authorized Representative

1-16-2020
Date

STATE OF FL
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 16th day of January, 2020
By Valentin Pelayo of Val's Lawn Care
(Name of officer or agent, title of officer or agent) (Name of corporation)
acknowledging)

a FL Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced FL DL as identification.

Return Completed form with supporting documents to:
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308



[Signature]
Signature of Notary
Lance Anderson
Print, Type or Stamp Name of Notary
Relationship Broker
Title or Rank
GG 071882
Serial Number, If Any

Bid Title: Invitation to Bid for Mowing and Other Maintenance Services, Conveyance Systems

Bid Number: BC-11-07-19-05

Opening Date: November 7, 2019

Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.


Signature


Date

UNIT PRICE SHEET - GROUP A - DIVISION OF PARKS AND RECREATION

Submittal Checklist (The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids)

✓	Documentation that bidder has been in lawn or landscape business for a minimum of two (2) years with at least one of those years working for a local government agency. Proof of this requirement may be provided by copies of business certificates for date range required, contract copies for services, or other reasonable means of proof.
✓	Documentation that the bidder's Contract Manager to be assigned to this contract has a minimum of no less than three (3) years of experience in the lawn or landscape business with proven supervisory experience.
✓	A minimum of two references from previous or current clients to include contact name, company, address, phone number, and email.
✓	Bidder's operations and management plan regarding staffing and approach to providing the services under this bid.
✓	Bidder's expected standard of conduct for employees; supervisor plan and policy for crews; uniform policy; and level of staffing.
✓	A listing of at least three facilities or locations currently being serviced that are similar to the requirements of this bid. County staff may visit the facilities or locations to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by Company name, address, point of contact, and phone number.
N/A	Local Business certification (if applicable).
✓	All required documents listed in the bid document under "Bid Checklist" on page 17. This includes Completed Bid Response Sheet with Manual Signature, Affidavit Immigration Laws, Identical Tie Bid Statement, Insurance Certification Form, Certification/Debarment Form, and Applicable Licenses/Registrations
✓	Completed "Bid Response Sheet" to include bidder's cost per visit per location and equipment with an manual signature from an authorized representative of the bidder.

Board of County Commissioners Bid Award Recommendation

Date: July 21, 2014

To: Vincent S. Long, County Administrator

Thru: Shelley Kelly, Director of Purchasing
Tony Park, P. E., Director of Public Works and Community Development *Long*

From: Leigh Davis, Director of Parks and Recreation *LD*

Purchasing: *Shelley Kelly*

Subject: Approval to Award Bid for the Continuing Services Mowing Contract for Parks and Recreation Facilities to Val's Lawncare in the Amount of \$106,560.

Statement of Issue:

This item seeks approval to award the bid for the continuing services mowing contract for parks and recreation facilities to Val's Lawncare in the annual amount of \$106,560 (Attachment #1).

Background:

The Division of Parks and Recreation contracts out mowing services, except for the mowing of athletic fields. The mowing cycle begins March 1 each year and runs through the end of October. Services are provided on a weekly, bi-weekly, or monthly basis depending on the type of facility.

Funding for mowing services is included in the current operating budget, as well as budgeted for FY15. Val's Lawncare will begin providing the service as soon as the contract is executed.

Analysis:

The bid was advertised to 167 vendors on June 6, 2014. There were 16 plan holders and four bids that were received on July 17, 2014. The low bidder for this project was Val's Lawncare in the amount of \$106,560.

There was no M/WSBE requirement for this bid.

Options:

1. Award bid for the continuing services mowing contract for parks and recreation facilities to Val's Lawncare in the amount of \$106,560.
2. Do not award the bid for the continuing services mowing contract for parks and recreation facilities to Val's Lawncare.



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyl.gov

Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILLY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDON
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THELF
County Attorney

March 16, 2015

Mr. Valentin Pelayo
Val's Lawn Care, Inc.
9065 Hidden Creek Lane
Tallahassee, FL 32311

RE: Award: Mowing and Other Maintenance Services; Conveyance Systems
Bid # BC-02-03-15-18

Dear Mr. Pelayo:

Please find enclosed your company copy of the fully executed agreement referenced above. Also, please take note that upon receipt of any additional required documentation and satisfaction of any other start-up requirements, the County Project Manager will provide you with a written Notice to Proceed giving further instruction on commencement of the project.

We appreciate your interest in serving the citizens of Leon County through these contractual services. If I or my staff can be of further assistance, please do not hesitate to call.

Sincerely,



Don Tobin, CPPB
Purchasing and Contract Administrator

Enclosure

Reference Client List

Note: These are the clients that we have been working with for over five years. Work for these clients includes regular ground maintenance.

Leon County Holding Ponds and Sidewalks

Contact: Steve Punausua
(850)-509-0606
(850)-606-1401
PunausuaSt@leoncountyfl.gov

City Holding Ponds

Contact: Michael Bellamy
(850)-566-4806
MichaelBellamy@talgov.com

Comcast Cable Communications INC.

Contact: Chad Cantella
(850)-528-7175

Parks and Recreation

Contact: Leigh Davis
(850)-766-0519
Davisle@leoncountyfl.gov

Tallahassee Police Department

Contact: James Dickens
(850)-891-4217
James.Dickens@talgov.com

I, Val Pelayo, owner of Val's Lawn Care Inc., have been in business for over thirty years specializing in city, county, and state contract services. As a reputable go-to service provider for many divisions of government, my drug-free organization has been successful because of my dedicated employees, all of whom have passed the mandatory background check as required by our contracts with Leon County and the City of Tallahassee.

My company has very little employee turnover because of my policies and good pay for high quality work. Most employees have been with me for over five years and crew leaders eight years or longer. My three crew leaders and one backup attend bi-weekly meetings as well as monthly training sessions. The bi-weekly meetings include employee concerns, job expectations and details, scheduling, equipment conditions, and needs etc. The monthly training sessions include safety, first aid, equipment use and care, as well as any employee concerns. All employees wear uniforms provided by Val's Lawn Care with the company name printed visibly on them and when necessary use the appropriate class two visibility vests. Trucks and trailers also have the company name printed on them for identification.

The project I am bidding on in this contract is only the portion I feel that my company can safely and effectively handle. I will not bid on anything that Val's Lawn Care Inc. cannot handle. To me, pride in my work is just as important as monetary rewards. I can easily handle Parks and Recreation sites and I understand the care and respect expected at such sites. My crew leaders are at all sites as all times, and I inspect the sites prior to giving the final okay. My professional demeanor, references, and equipment list attest to the fact that Val's Lawn Care is not a fly-by-night organization but is highly dedicated to the satisfaction of our customers. The references and equipment list follows.

Business Plan for Val's Lawn Care Inc.

Mowing and other maintenance services for Parks and Recreation

Having held this contract for the past five years has afforded us the opportunity to learn the ropes of the Parks and Recreation maintenance. Our goal has not only been to satisfy the contractor, but more importantly, to do a job we can be proud of.

As with all our private city and county contracts, our business plan is critical to the success of our mission. The better our plan, the better our result which in turn results in better profit. One of the most important factors in this contract is that by doing good work, it could last for a total of five years, enabling us to obtain some of our long-range goals.

Setting up Routes and Routine

In the past, we have worked successfully in routing properly to ensure that no time is wasted for needless travel by passing of the Parks and Recreation. Having set up a good pattern will give us an opportunity to add or delete additional assignments by the county with minimal "tweaking" of our routine.

Three Team Approval

We use a three directional approach from opposite sides of our targeted area with three teams. This works well because we can finish an area completely regardless of which team is the most expedient. Our maps and charts use a lot of color coding of areas and units to ensure all Parks and Recreation sites are serviced and properly invoiced.

About Val's Lawn Care

45 years of combined experience. An important fact about all of Val's employees is that they all truly enjoy this type of work, it isn't just a job. Training is provided to all employees on the use of various equipment to perform the task. Safety meetings are held quarterly and bi-weekly meetings to ensure an understanding of Val's mission and goals.

Locations Currently Serviced by Val's Lawn Care

Leon County Pump Stations:

Pepper Drive, 1350 Lake Bradford Rd.

Leo Hartsfield

Office: (850) 891 – 1096

Email: Leo.Hartsfield@talgov.com

City Holding Ponds:

Piedmont Southwest

Michael Bellamy

Contact #: (850) 891 – 5316

Email: Michael.Bellamy@talgov.com

Comcast Facilities:

600 Timberlane Rd (Near I-10)

Chad Cantella

Contact #: (850) 528 – 7175

Email: chad_cantella@cable.comcast.com

Cost Sheet

Division of Parks and Recreation Cost Sheet

Park Name	Address	Class	Estimated Mowing Acreage	Bushhog Acreage	Notes	Cost Per Visit Per Location	Class Cycles	Estimated Annual Total
Apalachee Regional Park - Active Area	7550 Apalachee Parkway	A	7.82			\$295.00	26	\$7670.00
Apalachee Regional Park - Entrance	7550 Apalachee Parkway	A	5.87			\$395.00	26	\$10270.00
Apalachee Regional Park Median ROW	7550 Apalachee Parkway	C	11.56		Monthly service and Department of Transportation Terms and Inspection	\$585.00	9	\$5265.00
Apalachee Regional Park- Passive Area	7550 Apalachee Parkway	B	15.38			\$475.00	17	\$8075.00
Apalachee Regional Park -- Overflow Parking	7750 Apalachee Parkway	C		26.41		\$580.00	9	\$5220.00
Bradfordville Community Center and Dog Park	6808 BeechRidge Trail	A	6.91			\$785.00	26	\$20410.00
Brent Drive Park	812 Brent Dr., 32305	A	0.97			\$75.00	26	\$1950.00
Broadmoor Pond	4723 Jackson Bluff Rd	A	6.97			\$450.00	26	\$11700.00
Canopy Oaks Community Park	3250 Point View Dr, 32303	A	4.07		Excluding the baseball fields outfields or the football field	\$395.00	26	\$10270.00
Daniel B. Chaires Community Park	4768 Chaires Cross Rd, 32317	A	7.25		Excluding the baseball fields	\$320.00	35	\$11200.00
Fort Braden Community Center	16387 Blountstown Hwy.	A	3.6			\$245.00	26	\$6370.00
Fort Braden Community Park	15100 Blountstown Hwy, 32310	A	2.83		Excluding the baseball fields outfields or the football field	\$385.00	26	\$10010.00
Fred George Greenway and Park (Trails)	3043 Capital Circle N. W.	B	0.78		Trails only	\$675.00	17	\$11475.00
Fred George Greenway and Park (Common areas and around house)	3043 Capital Circle N. W.	A	14		Excluding the baseball field and football field	\$985.00	26	\$25610.00
J. Lewis Hall Sr. Recreation Complex (Woodville Park)	1491 J.Lewis Hall Sr. Ln, 32305	A	8.64		Excluding the baseball fields outfields or the football field	\$475.00	26	\$12350.00
Jackson View Park	2585 Clara Kee Blvd.	A	14.79			\$600.00	26	\$15600.00
Lake Henrietta Park (a.k.a. Anita Davis Preserve)	3305 Springhill Rd	A	8.59		Including the entrance and ditches and from the trail-sides all the way to the no-mow zone	\$525.00	26	\$13650.00
Martha Wellman Park	5317 W Tennessee	A	3.25			\$295.00	26	\$7670.00
Miccosukee Community Center	13887 Moccasin Gap, 32308	A	0.7			\$110.00	26	\$2860.00
Miccosukee Community Park	15011 Cromartie Ard, 32309	A	3.58		Including the bull pen areas and areas around the Concord School; Excluding the baseball fields	\$180.00	26	\$4680.00
Miccosukee Community Park	15012 Cromartie Ard, 32309	C		2.14		\$190.00	9	\$1710.00
Okeehoopkee Prairie Park	1294 Fuller Rd, 32303	A	3.11			\$625.00	26	\$16250.00

Orange-Meridian Park	Corner of Meridian and Orange Ave.	A	0.59			\$185.00	26	\$4810.00
Orchard Pond Trailhead – Parking Lot 1		B	0.2		Accessed by Orchard Pond Tr. (a dirt road) off of Old Bainbridge Rd	\$110.00	17	\$1870.00
Orchard Pond Trailhead – Parking lot 2	On Orchard Park Parkway toll road	B	1.21		Only access is via the Orchard Pond Parkway toll road	\$285.00	17	\$4845.00
Robinson Rd Park	1819 Robinson Rd	A	2.53			\$350.00	26	\$9100.00
Stoneler Road Park	5225 Stoneler Rd, 32303	A	2.22			\$150.00	26	\$3900.00
Tower Road Park	5971 Tower Rd, 32303	A	2.47			\$120.00	26	\$3120.00
Ben Stoutamire Landing Park	2552 Ben Stoutamire Rd, 32310	B	0.5			\$85.00	17	\$1445.00
Blount Landing	24370 Lanier St, 32310	B	0.5			\$55.00	17	\$935.00
Bull Headley Landing	10146 Bull Headley Rd, 32312	B	0.5			\$40.00	17	\$680.00
Cedar Hill Landing	461 Cedar Hill Landing RD, 32312	B	0.5			\$100.00	17	\$1700.00
Crowder Landing	1300 Crowder Rd, 32303	B	0.5			\$45.00	17	\$765.00
Cypress Landing	16130 Rococo RD, 32308	C		8		\$335.00	9	\$3015.00
Elkhorn Landing	4050 Elkhorn Rd, 32310	C		0.5		\$65.00	9	\$585.00
Faulk Drive Landing	END OF ROAD	C		0.5		\$60.00	9	\$540.00
Fuller Road Landing	1310 Fuller RD, 32303	B	0.5			\$40.00	17	\$680.00
Gil Waters Preserve (Lake Munson Preserve)	5800 Crawfordville Hwy, 32305	B	1.54		Crawfordville Hwy and Jackson Moody Place	\$85.00	17	\$1445.00
Jackson View Landing	4967 N. Monroe St., 32303	B	0.5			\$40.00	17	\$680.00
Kate Ireland Park	12271 Iamonia Landing Rd, 32312	B	1.2			\$85.00	17	\$1445.00
Luther Hall Landing	2997 Luther Hall Road, 32310	B	0.5		Beginning after the stop sign, both sides of the road to the landing (but not the campground)	\$70.00	17	\$1190.00
Meginnis Arm Landing	END OF ROAD	C		0.5		\$50.00	9	\$450.00
Miller Landing	END OF ROAD	C		0.5		\$45.00	9	\$405.00
Munson Landing	1025 Munson Landing RD, 32305	B	0.5			\$65.00	17	\$1105.00
Rhoden Cove Landing	801 Rhoden Cove RD, 32312	B	0.5			\$65.00	17	\$1105.00
Sunset Landing	4800 Jackson Cove Rd	B	0.5			\$75.00	17	\$1275.00
Vause Landing	END OF ROAD	B	0.5			\$65.00	17	\$1105.00
Wainwright Landing	END OF ROAD	B	0.5			\$55.00	17	\$935.00

Williams Landing Campground (and landing)	951 Williams Landing Rd, 32310	A	2.86					\$215.00	26	\$5590.00
Estimated Annual Total										\$274985.00

Date 1/14/20

Valentin Pelayo
Print Name

Signature

DRAFT

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

BOND NUMBER: BD152448

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, VAL'S LAWN CARE, INC. 9065 HIDDEN CREEK LN TALLAHASSEE, FL 32311-7908 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto LEON COUNTY, FLOIRDA 1800 N BLAIR STONE RD STE 3, TALLAHASSEE FL 32308-2303 as Obligee, hereinafter called the Obligee, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for COMMERCIAL LAWN MAINTENANCE WORK FOR VARIOUS PARKS & RECS

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 15TH day of JANUARY, 2020.

VAL'S LAWN CARE, INC.

Principal

Robert L. Audo

Witness

By Valerie Page



Auto-Owners Insurance Company

Surety

Susan E. Theisen

Susan E. Theisen

Witness

By Teresa E. Gibson
Teresa E. Gibson Attorney-in-Fact

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD152448

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Teresa E. Gibson

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016.

Denise Williams

Denise Williams Senior Vice President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires March 10, 2022

Susan E. Theisen
Susan E. Theisen

Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 15th day of January, 2020



William F. Woodbury
William F. Woodbury, First Vice President, Secretary and General Counsel

2. The following shall be added following CONTRACT PROVISIONS, page 12 of the current ITB:

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No. (enter bond number)

BY THIS BOND, We Vallis lawn care inc., as Principal and AUTO OWNERS INSURANCE COMP. a corporation, as Surety, are bound to Leon county Florida, herein called Owner, in the sum of \$50/0, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated 1/15/2020, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 2018.

(Name of Principal) Vallis lawn care inc.

(Name of Surety) AUTO OWNERS INSURANCE

By:
(As Attorney-In-Fact)



CERTIFICATE OF LIABILITY INSURANCE

Attachment #1
 Page 93 of 96 (MM/DD/YYYY)
 1/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

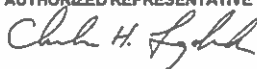
PRODUCER Acentria Insurance-MKS/SBG 1582 Village Square Blvd. Tallahassee FL 32309	CONTACT NAME: Robin Rudd	
	PHONE (A/C, No, Ext): 850-668-6162	FAX (A/C, No):
E-MAIL ADDRESS: Robin.Rudd@acentria.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Owners Insurance Co.		32700
INSURER B: FHM Insurance Company		10699
INSURER C: AUTO OWNERS INSURANCE CO.		18988
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1691543414 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		78398289	6/25/2019	6/25/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Hired/Non-Owned Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		5039828900	6/25/2019	6/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	306-0026310	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Tallahassee is additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER City of Tallahassee 300 S. Adams St., Box 31 Tallahassee FL 32301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Certificate of Completion

Valentin Pelayo

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

12/19/2022

Date Expires

186

FDOT Provider #

Brian Satterfield

Instructor

46281

Certificate #



North Florida Safety Council
2002 Old St. Augustine Rd. Ste E42
Tallahassee, FL 32301
www.nflasafety.com
nabshire@nflasafety.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

List of Equipment

Trucks	Trailers	Mowers	Blowers	Weed Eaters	Trimmers	Tractors	Misc. Equipment
Izuzu NPR	Big Tex 20 ft	John Deere 72" 960	Stihl BR 600	Stihl #131 F	Stihl 130	John Deere	Chainsaw - Echo CS 303 T
Izuzu NPR	Enderson 6 ton	John Deere 72" 961	Stihl BR 600	Stihl #131 F	Echo 225		Chainsaw - Husavarna 450
Ford 250	Lawn Trailer 16 ft	John Deere 60" 960	Stihl BR 600	Stihl #131 F	Stihl 110		Chainsaw - Husavarna 450
Nissan	Inclosed 18 ft	John Deere 60" 961	Stihl BR 400	Stihl #131 F	Echo 266		Chainsaw - Stihl Polosaw HT 130
Ford 250	Lawn Trailer 14 ft	John Deere 60" 962	Stihl BR 400	Stihl #131 R			Edger - Echo 230
Dodge Ram		John Deere 60" 963	Husavarna 125 B	Stihl #131 R			Edger - Echo 230
		Scag Cheetah 61"	Husavarna 125 B	Red Max BCZ 260			Edger - Echo 230
		Scag Cheetah 61"	Honda Push Blower	Red Max BCZ 260			Edger - Stihl FC 90
		Scag Cheetah 61"		Red Max BCZ 260			Edger - Stihl FC 90
		Scag Cheetah 61"		Red Max BCZ 3060			Edger - Stihl FC 90
				Red Max BCZ 3060			Edger - Stihl FC 90
				Red Max BCZ 3060			Hobart Welder
							Dewalt Grinder
							Makita Grinder
							Magnum 4000 Mobile Light

Attachment #1
Page 95 of 306

OFFICE OF
ECONOMIC
VITALITY

Certifies that

Val's Lawn Care Incorporated

is recognized as a

Minority Business Enterprise (MBE)

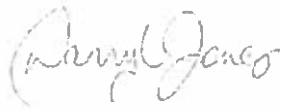
under the

Leon County and the City of Tallahassee Consortium

Interlocal Agreement

For a period of two (2) years beginning:

December 6, 2018 - December 31, 2020



By: Darryl Jones, Deputy Director
Office of Economic Vitality MWSDBE Division



By: Cristina Paredes, Director
Office of Economic Vitality MWSDBE Division



4441 Entrepot l
Tallahassee, Fl

Hello Leon Co. Pro

I am Hurb Roberts, C

Per your request, the
Industry, and that we
City of Tallahassee. W
the Landscaped Roads
currently maintaining
roads for COT.

In addition, please refer to our references to confirm our Supervisory Experience, and our experience in working with Local City and State organizations.

Please Contact: Todd Carlton, 850-408-3039, E-Mail: Kenneth.carlton@talgov.com, Landscape Roads Maint. Supervisor, and Mr. Daniel Abbott, 850-891-5303, E-Mail: Daniel.abbott@talgov.com, Right of Way Gen. Roads Maint. Supervisor Both are City of Tallahassee Beatification Supervisors located at 642 Mabry St. Tallahassee, FL 32310, to confirm our experience in working these projects.

We also currently maintain The Dept. of Fish and Wildlife Facility located at 620 Meridian St. Tallahassee, FL 32301. We perform Full Service Lawn Care, and Landscape Maintenance to include mowing, edging, trimming, pruning, weeding, mulching, fertilizing and pressure washing.

Our Point of Contact: Mr. James Dockery, 850-617-9605, E-Mail: William.dockery@myfwc.com, Purchasing Supervisor.

Please Note: There is currently no License requirement for this industry. We have however, enclosed a list of professional licenses and certifications to further define our professional experience and capabilities.

Bidder's Operations Plan:

We are a Full Service, Lawn Care/Landscape Maintenance organization. All our employees are issued uniforms, and safety equipment, and are required to wear them while employed with us.

Our Organization is comprised of Me, the Owner, Gregory Harris our Foreman, 4 Maintenance of Traffic, (MOT) Certified Crew Chiefs and 9 Landscape Tech's. We enforce a strict policy of Integrity first, Professionalism and Quality of Work.

We conduct most of our training in house and outsource our professional training through The University of Florida, The Leon County Extension office, The North Florida Safety Council and many other sources. All our members are trained to provide the best service possible for each individual project, and we inspect what we expect to ensure quality workmanship.

We have been in business for well over 19 years and have worked many projects with State Agencies, Leon County and the City of Tallahassee to help keep Tallahassee beautiful.

Thank you for considering us here at LAWNKEEPERS.

Sincerely,


Hubert L Roberts, Owner

UNIT PRICE SHEET - GROUP C - DIVISION OF RIGHT-OF-WAY

Submittal Checklist (The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids)

✓	Documentation that bidder has been in lawn or landscape business for a minimum of two (2) years with at least one of those years working for a local government agency. Proof of this requirement may be provided by copies of business certificates for date range required, contract copies for services, or other reasonable means of proof.
✓	Documentation that the bidder's Contract Manager to be assigned to this contract has a minimum of no less than three (3) years of experience in the lawn or landscape business with proven supervisory
✓	A minimum of two references from previous or current clients to include contact name, company, address, phone number, and email.
✓	Bidder's operations and management plan regarding staffing and approach to providing the services under this bid.
✓	Bidder's expected standard of conduct for employees; supervisor plan and policy for crews; uniform policy; and level of staffing.
✓	A listing of at least three facilities or locations currently being serviced that are similar to the requirements of this bid. County staff may visit the facilities or locations to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by Company name, address, point of contact, and phone number.
✓	Local Business certification (if applicable).
✓	All required documents listed in the bid document under "Bid Checklist" on page 17. This includes Completed Bid Response Sheet with Manual Signature, Affidavit Immigration Laws, Identical Tie Bid Statement, Insurance Certification Form, Certification/Debarment Form, and Applicable Licenses/Registrations
✓	Completed "Bid Response Sheet" to include bidder's cost per visit per location and equipment with an manual signature from an authorized representative of the bidder.

List of Equipment (bidder may add rows as needed)

Trucks	Trailers	Mowers	Blowers	Weed Eaters	Trimmers	Tractors	Misc. Equipment
Ford F-150 Super Crew	Anderson 7 X 16 Flat Bed	Wright 72" Stander	Husq. Back Pack BT1500 6 Ea.	Stihl 7 Ea. Weed Eaters	Stihl 4 Ea.	John Deere 4052	Bush Hog Atatch
Ford F-150 Super Crew	Anderson 7 X 16 Flat Bed	John Deere 60" 997Z	Billy Goat P/Lot 4 Ea.				Finish Mower Atatch
Ford F-250 Super Duty	Anderson 7 X 16 Flat Bed	John Deere 60" 997Z		Stihl 8 Ea. Edgers			
Ford F250 Super Duty	Haulmark 7X16 Enclosed	John Deere 60" 960R					
Ford F-150 XLT	Haulmark 7X14 Enclosed	John Deere 54" 930M					
GMC 3500	Anderson 7 X 18 Flat Bed	John Deere 54" 930M					
	Anderson 7x16 Dump Unit	John Deere 54"930M					
	Haulmark 6X12 Enclosed	John Deere 48" 915E					
	Haulmark 6X10 Enclosed	John Deere 48" 910A					
		John Deere 48" 652R					

Cost Sheet

Division of Right-of-Way

Road Name	From	To	Acres	One Side of Road	Both Side of Road	Cost Per Visit Per Location	Cycles	Estimated Annual Total
Timber Lane Rd.	Oakfield Dr.	Deer Lane	0.21	Yes		\$63.00	26	\$1,638.00
Martin Hurst Rd.	Timber Lane Rd.	side walk end	0.24	Yes		\$72.00	26	\$1,872.00
Chaires Cross Rd.	Chaires Elementary	Green Oak Dr.	0.96	Yes		\$288.00	26	\$7,488.00
Lawhorn Rd.	Old Woodville Rd.	Woodville Hwy	0.15	Yes		\$45.00	26	\$1,170.00
Natural Bridge Rd.	Old Woodville Rd.	Woodville Hwy	0.14	Yes		\$42.00	26	\$1,092.00
Stonier Rd.	Stonier Park entrance	End of side walk	1.21	Yes		\$363.00	26	\$9,438.00
Tower Rd.	Park entrance	end of side walk	0.71	Yes		\$213.00	26	\$5,538.00
Bannerman Rd.	Fire Department		0.43	Yes		\$129.00	26	\$3,354.00
Fred George Rd.	Church driveway	Rail road tracks	0.83	Yes		\$249.00	26	\$6,474.00
Pontiac Dr. vacant lot	S.W. corner of Pontiac Dr.	Orange Av.	0.25			\$75.00	26	\$1,950.00
Dozier Dr./vacant lot	S.E. corner of Dozier Dr.	Orange Av.	0.27			\$81.00	26	\$2,106.00
Sheridan Rd./vacant lot	corner of Sheridan Rd.	corner of Devar Dr.	0.31			\$93.00	26	\$2,418.00
Micosukee park entrance	N.W. corner of park entrance	N.E. corner of park entrance	0.25			\$75.00	26	\$1,950.00
Bechridge Trail	Bannerman Rd.	Beechridge Ct.	0.15		Yes	\$45.00	26	\$1,170.00
Beech Ridge Trail-ext.	End of park Maintenance	Kinhega Roundabout	0.15			\$45.00	26	\$1,170.00
Clarakee Blvd-park	2528 Clarakee Blvd	2592 Clarakee Blvd	0.07			\$21.00	26	\$546.00
Clarakee Blvd Entrance	Privacy fence	Drive way	0.11			\$33.00	26	\$858.00
Ben Blvd-4238	ditch on both side	Top&slope	0.1			\$30.00	26	\$780.00
Mcleod-4045	Front of vacant lot	Front of vacant lot	0.2			\$60.00	26	\$1,560.00
Common wealth-lowe's	Capital circle	End of Culesac	0.84		Yes	\$168.00	26	\$4,368.00
Common wealth-lowe's	Medium	Medium	2.6			\$520.00	26	\$13,520.00
Balkin Rd.	Center Dr.	1253 Balkin Rd.	0.46	Yes		\$138.00	26	\$3,588.00
Pointview Dr.	Perkins Rd.	27 north	8.3		Yes	\$1,660.00	26	\$43,160.00
Sable Chase Pond	1858 Acorn ridge Trl.	end side walk	0.14	Yes		\$42.00	26	\$1,092.00
Velda Dairy Rd	Bradfordville Rd.	4949 Velda Dairy Rd.	8.9		Yes	\$1,780.00	26	\$46,280.00
Lonnie Rd.	From Micosukee Rd.	Dempsey Mayo Rd.	0.91		Yes	\$273.00	26	\$7,098.00
Bannerman Rd.	From roundabout	Quail Common Trail	0.15			\$45.00	26	\$1,170.00
Bannerman Rd.	Both medium		2.6			\$520.00	26	\$13,520.00
Natural Bridge Rd.	Woodville Hwy	End of side walk	0.8			\$240.00	26	\$6,240.00
Estimated Annual Total								\$70,460.00

Herbert L. Roberts
Print Name
Herbert L. Roberts
Signature

1/16/2020
Date

Hurbert Roberts
H39 10370

See Updated Copy →

Certification valid through 3/31/2019

Hurbert Roberts
HC0 10370

Certification valid through 12/31/2020



This Certifies that
Hurbert L. Roberts

Has Completed a Florida Department of Transportation
approved Maintenance of Traffic (MOT) Intermediate Refresher Course.

Date Expires 02/18/2020 Certificate # 14684
Instructor Stephen Corbitt FDOT Provider # 125

Florida Association of Safety Councils
Phone: 877-413-3272
152 W. Blue Heron Blvd. #110
Iviera Beach, FL
fsctal@embarrqmail.com
iscsafety.org



FNGLA Certified
Landscape Maintenance
Technician

Hurbert Roberts
MCO 00211

Certification valid through 12/31/2020

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23017

ROBERTS, HURBERT L
192 JUSTIN GRANT TRAIL
ALLAHASSEE, FL 32309

Categories
3, 6

Issued: June 19, 2018 Expires: June 30, 2022

Hurbert L. Roberts
Signature of Licensee

ADAM H. PUTNAM, COMMISSIGNER

Each individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

HURBERT LEE ROBERTS
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF220626

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING June 4, 2022

Adam H. Putnam
COMMISSIGNER

Signature *Hurbert L. Roberts*

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Bryan Desloge, Chairman
Leon County Government

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

ServiceKeepers Inc. DBA: LAWNKEEPERS
(Firm Name)

BY Herbert L. Roberts
(Authorized Representative)

Herbert L. Roberts
(Printed or Typed Name)

ADDRESS 4441 Entrepot Blvd.
Tallahassee, FL 32310

EMAIL ADDRESS tallylawnkeeper@gmail.com

TELEPHONE (850) 321-3545

FAX N/A

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 12/19/2019 Initials HP

Addendum #2 dated 12/23/2019 Initials HP

Addendum #3 dated 1/7/2020 Initials HP

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Service Keepers Inc. DBA: LAWNKEEPERS

Signature: Nurbert L. Roberts Title: President

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 15th day of January 2020

Personally known _____

NOTARY PUBLIC

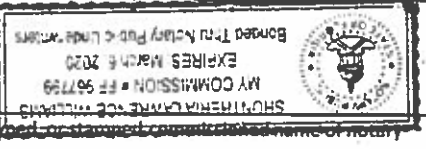
OR Produced identification

Notary Public - State of Florida

Florida Driver License
R1103-332-60-412

My commission expires: 3.6.220

(Type of identification)



The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: Herbert L. Roberts
Title: President
Firm: ServiceKeepers Inc. DBA: LAWNKEEPERS
Address: 4441 Enterprise Blvd. Tallahassee, FL 32310

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

This firm complies fully with the above requirements.

This firm does not have a drug free work place program at this time.

Wesley L. Roberts

Bidder's Signature

President

Title

1/14/2020

Date

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers- Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability:

Indicate Best Rating:

 A

Indicate Best Financial Classification:

Business Auto:

Indicate Best Rating:

 A

Indicate Best Financial Classification:

Professional Liability:

Indicate Best Rating:

 A

Indicate Best Financial Classification:

1. Is the insurer to be used for Workers- Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating:

 A

Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers-Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Herbert L. Roberts
Typed or Printed

Signature Herbert L. Roberts

Date 1/14/2020

Title Resident
(Company Risk Manager or Manager with Risk Authority)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Technology Insurance Company, Inc. NAIC # 42376 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED HURBERT L ROBERTS DBA: LAWN KEEPERS 6492 JUSTIN GRANT TRL Tallahassee FL 32309			

COVERAGES **CERTIFICATE NUMBER: 1356778** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A N TWC3773815	01/26/2019	01/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Leon County Government Attn: Leon County Purchasing Division 1800-3 N Blairstone Rd Tallahassee FL 32308	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 407-378-2001 Cove Insurance North P. O. Box 390039 Deltona, FL 32739 Charles R. Higgins	CONTACT NAME: Charles R. Higgins PHONE (A/C, No, Ext): 407-378-2001 FAX (A/C, No): 407-982-1275 E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: Old Dominion Insurance Co. NAIC # 40321 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Service Keepers Inc. DBA Lawn Keepers 4441 Entrepot Blvd. Tallahassee, FL 32310	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		MPT4902P	07/31/2019	07/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		B1T4902P	01/14/2020	01/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUT4902P	07/31/2019	07/31/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
A	PROPERTY		MPT4902P	07/31/2019	07/31/2020	BUILDING 318,363
A	CONTENTS		MPT4902P	07/31/2019	07/31/2020	PROPERTY 5,100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Leon County Government Leon County Purchasing Divisio 1800-3 N. Blairstone Road Tallahassee, FL 32308	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: <u>Service Keepers Inc. DBA: LAWNKEEPERS</u>	
Street Address: <u>4441 Entrepot Blvd.</u>	
City, State, Zip: <u>Tallahassee FL 32310</u>	
Taxpayer ID Number: <u>331111178</u>	
Telephone: <u>(850) 321-3545</u>	Fax: <u>N/A</u>
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input checked="" type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: Jan. 14, 2005

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
<u>Herbert L. Roberts</u>	<u>President</u>	<u>(850) 321-3545</u>	<u>tallylawnkeeper@gmail.com</u>
<u>Brenda D. Roberts</u>	<u>V-President</u>	<u>(850) 778-6069</u>	<u>Same as above!</u>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
SERVICE KEEPERS INC.

Filing Information

Document Number P05000007473
FEI/EIN Number 33-1111178
Date Filed 01/14/2005
State FL
Status ACTIVE

Principal Address

4441 Entrepot Blvd.
TALLAHASSEE, FL 32310

Changed: 02/27/2013

Mailing Address

6492 JUSTIN GRANT TRL
TALLAHASSEE, FL 32309

Registered Agent Name & Address

ROBERTS, HURBERT L
6492 JUSTIN GRANT TRL
TALLAHASSEE, FL 32309

Officer/Director Detail

Name & Address

Title P

ROBERTS, HURBERT L
6492 JUSTIN GRANT TRL
TALLAHASSEE, FL 32309

Title VP

ROBERTS, BRENDA D
6492 JUSTIN GRANT TRL
TALLAHASSEE, FL 32309

Annual Reports

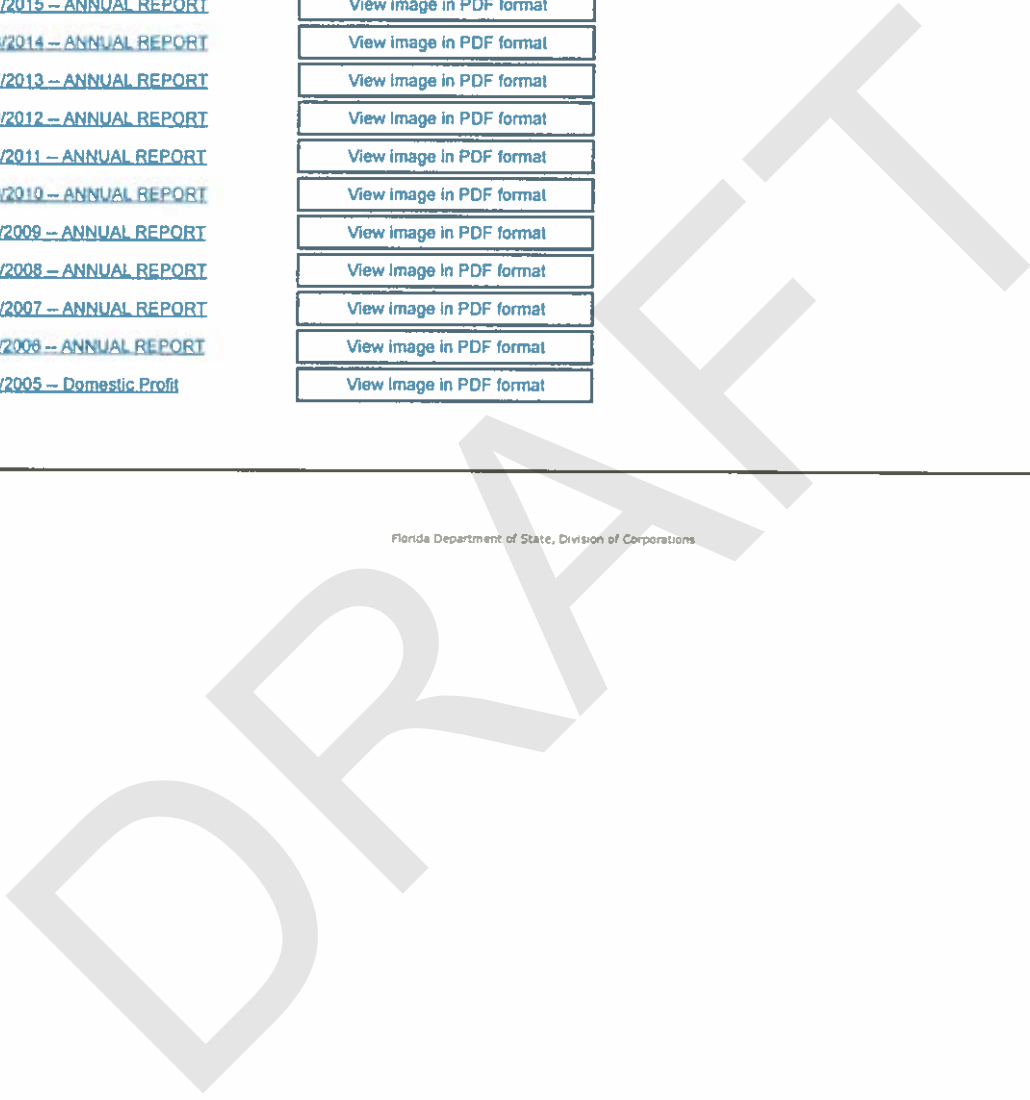
Report Year	Filed Date
2018	03/10/2018

2018 03/26/2018
2019 03/18/2019

Document Images

03/18/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/10/2018 -- ANNUAL REPORT	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
04/06/2016 -- ANNUAL REPORT	View image in PDF format
02/27/2015 -- ANNUAL REPORT	View image in PDF format
04/14/2014 -- ANNUAL REPORT	View image in PDF format
02/27/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
02/23/2011 -- ANNUAL REPORT	View image in PDF format
03/20/2010 -- ANNUAL REPORT	View image in PDF format
04/11/2009 -- ANNUAL REPORT	View image in PDF format
03/26/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
01/11/2006 -- ANNUAL REPORT	View image in PDF format
01/14/2005 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations



Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: <u>Hubert L. Roberts</u>	
License Type: <u>Maintenance of Traffic Intermediate Course, FDOT</u>	
License Number: <u>14684</u>	Expiration Date: <u>02/18/2020</u>
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

BONDS Surety Company 1

Company Name	<u>CNA SURETY</u>
Contacts Name	<u>Steve Moe Underwriting Consultant</u>
Telephone	<u>1-800-331-6053</u>
Fax	<u>1-605-335-0357</u>
Address	<u>P.O. Box 5077 Sioux Falls SD 57117-5077</u>

Surety Company 2

Company Name	
Contacts Name	
Telephone	
Fax	
Address	

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please provide detailed information on reverse)	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please provide detailed information on reverse)
--	---	--

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 14th DAY OF January, 2020

By: Herbert L. Roberts Title: President

Printed Name and Title: Herbert L. Roberts, President

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

Service Keepers Inc. DBA: LAWNKEEPERS
(Name of Corporation, Partnership, Individual, etc.)

a Lawn Care/Landscape Maint. Corp., formed under the laws of Florida
(Type of Business) (State or Province)

of which he/she is President
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

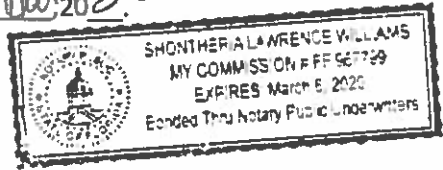
Herbert L. Retunb
AFFIANT-S NAME

President
AFFIANT-S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 15th day of January, 2020

Personally Known _____ Or Produced Identification

Type of Identification Driver License
R163-33240412



NOTARY PUBLIC
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: 3/8/2020

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Herbert L. Roberts
Signature

President
Title

Servicekeepers Inc. DBA: LAWNKEEPERS
Contractor/Firm

4441 Entrepot Blvd. Tallahassee, FL 32310
Address

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <u>Service Keepers Inc. DBA: LAWNKEEPERS</u>	
Current Local Address: <u>4441 Entrepot Blvd. Tallahassee FL, 32310</u>	Phone: <u>(850) 321-3545</u> Fax: <u>N/A</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

Herbert L. Roberts
Signature of Authorized Representative

1/15/2020
Date

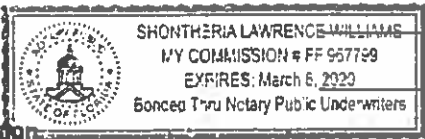
STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 15th day of January, 2020
By Herbert L. Roberts of Servicekeepers Inc. DBA: LAWNKEEPERS
(Name of officer or agent, title of officer or agent) (Name of corporation)

a Florida Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced Driver License R1103332-60-412 as identification.

[Signature]
Signature of Notary

Return Completed form with supporting documents to:



Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Member Service Officer
Print, Type or Stamp Name of Notary
Title or Rank
FF 967799
Serial Number, If Any

Please print this page for your records.

[Print](#)

Registration Summary

General Vendor Information

Vendor Name: Servicekeepers Inc.
Short Name (Does Business As): LAWNKEEPERS
Ariba Network ID:
Dun and Bradstreet Number: 138028092
Web Site:
Federal Tax ID Number: F331111178
Name that appears on 1099 Form: SERVICEKEEPERS INC.
W9 Status: Valid W-9 on File
DFS W9 Last Update Date: Apr 15, 2014
Business Designation: Corporation

Contacts

Name	Title	Phone	Fax	Email
HURBERT ROBERTS	PRESIDENT	850-321-3545	850-878-3625	tallylawnkeeper@gmail.com
Hurbert Roberts	President	850-321-3545	N/A	tallylawnkeeper@gmail.com

Locations

Location Name	Vendor Number
LAWNKEEPERS	F331111178 003
P.O. Info: Orders:EMAIL Email:tallylawnkeeper@gmail.com Fax: Contact:HURBERT ROBERTS	Remit To: Fax: Contact:HURBERT ROBERTS
Billing Contact: Email: Fax: Contact:HURBERT ROBERTS	
4441 Entrepot Blvd. Tallahassee, FL 32310 Leon US	6492 Justin Grant Trail Tallahassee, FL 32309 Leon US
6492 Justin Grant Trl. Tal. FL	F331111178 001
P.O. Info: Orders:EMAIL Email:tallylawnkeeper@gmail.com Fax:850-878-3625	Remit To: Fax:850-878-3625 Contact:HURBERT ROBERTS
	Billing Contact: Email: Fax:850-878-3625 Contact:HURBERT ROBERTS

Contact:HURBERT ROBERTS		
6492 Justin Grant Trail TALLAHASSEE, FL 32309 Leon US	6492 Justin Grant Trail Tallahassee, FL 32309 Leon US	6492 Justin Grant Trail Tallahassee, FL 32309 Leon US
Physical Office Location		F331111178 002
P.O. Info: Orders:EMAIL Email:hurbbie1@aol.com Fax: Contact:HURBERT ROBERTS	Remit To: Fax: Contact:HURBERT ROBERTS	Billing Contact: Email: Fax: Contact:HURBERT ROBERTS
4441 Entrepot Blvd. Tallahassee, FL 32310 Leon US	6492 Justin Grant Trail Tallahassee, FL 32310 Leon US	4441 Entrepot Blvd. Tallahassee, FL 32310 Leon US

Certified Business Enterprise Info (CBE)

Minority Business Designation: African-American, Certified
Woman Owned Designation: Non-Woman-Owned
FVBE Owned Designation: FVBE, Certified

Solicitation Selection

Registered for Solicitations: Yes
Registered for VBS: Yes
Solicitation/Sales Contact Email: tallyawnkeeper@gmail.com

Florida Terms of Use

Accepted: 10/26/2005 by HURBERT ROBERTS

Commodity Codes

- 70111706 Lawn care services
- 70111710 Mowing services
- 72102902 Landscaping services
- 72102905 Exterior grounds maintenance
- 76111500 General building and office cleaning and maintenance services
- 76111600 Building component cleaning services
- 76111800 Transport vehicle cleaning

Close Window

Copyright © 2009 State of Florida

MyFloridaMarketPlace Vendor Registration Customer Service: **866-FLA-EPRO (866-352-3776)**

DRAFT

Bid Title: Invitation to Bid for Mowing and Other Maintenance Services, Conveyance Systems
Bid Number: BC-11-07-19-05
Opening Date: November 7, 2019

Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.



Signature

1/14/2020

Date

2014-15

CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE
LOCAL BUSINESS TAX RECEIPT

2014-15

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015

DBA: LAWN KEEPERS
Location: 4441 ENTRPOT BLVD
Address: TALLAHASSEE FL 32310

Account Number: 59965

Type Code	Sub Code	Type Description:
850	h	Service - Miscellaneous

SERVICE KEEPERS INC
HURBERT ROBERTS

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side)

Pecminant Place of Business Proof !

DRAFT

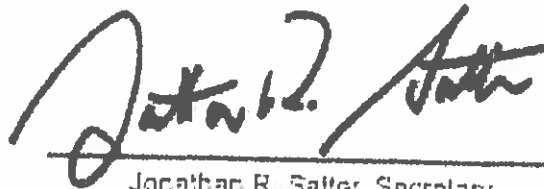
State of Florida

Minority & Veteran Business Certification

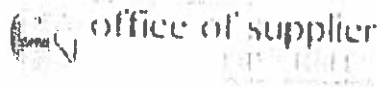
SERVICE KEEPERS

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

10/02/2018 to 10/02/2020



Jonathan R. Satter, Secretary
Florida Department of Management Services



Cove Insurance North
P. O. Box 390039

Deltona, FL 32739
Phone: 407-378-2001 Fax: 407-982-1275

MEMO		
ACCOUNT NO.	OP	DATE
LAWNK-1	LT	01/15/2020
POLICY INFORMATION		
POLICY #		
MPT4902P		
TYPE	EFFECTIVE	EXPIRATION
BOP	07/31/2019	07/31/2020

Lawn Keepers dba
Service Keepers Inc.
4441 Entrepot Blvd.
Tallahassee, FL 32310

tallylawnkeeper@gmail

Re:

Hi Mr. Roberts,

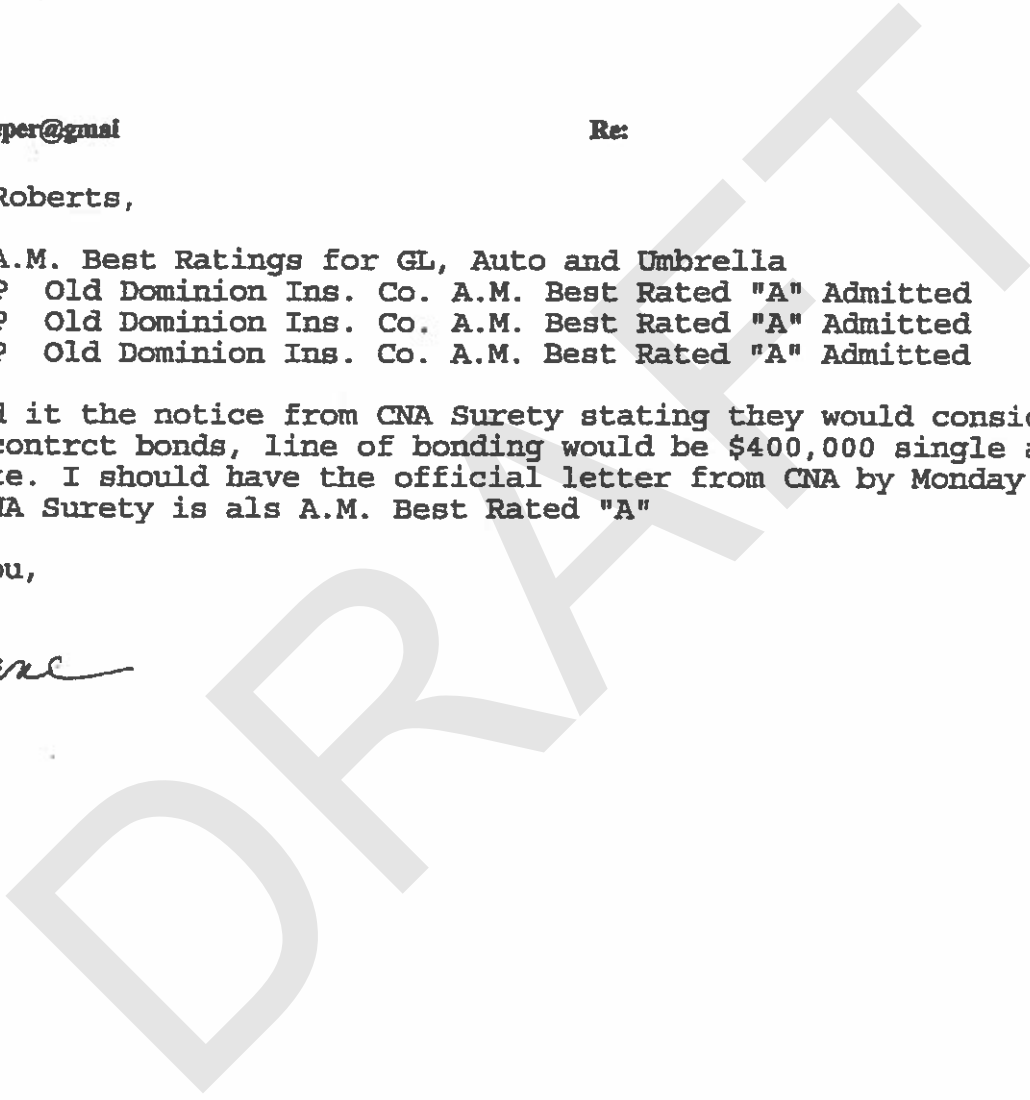
Policy A.M. Best Ratings for GL, Auto and Umbrella
MPT4902P Old Dominion Ins. Co. A.M. Best Rated "A" Admitted
B1T4902P Old Dominion Ins. Co. A.M. Best Rated "A" Admitted
CUT4902P Old Dominion Ins. Co. A.M. Best Rated "A" Admitted

Attached is the notice from CNA Surety stating they would consider future contract bonds, line of bonding would be \$400,000 single and aggregate. I should have the official letter from CNA by Monday the 20th. CNA Surety is also A.M. Best Rated "A"

Thank you,



Lane Talton



Lane Talton

From: UWServices2 (UWServices2@cnaSurety.com) <uwservices2@cnaSurety.com>
Sent: Tuesday, January 14, 2020 4:08 PM
To: 'Ltalton.covei01@insuremail.net'
Subject: Recent Inquiry to CNA Surety #17822856
Attachments: Document2.pdf



PO Box 5077 Sioux Falls SD 57117-6877

1-800-331-6053
Fax 1-605-335-0357
www.cnaSurety.com

Email: uwservices@cnaSurety.com

DATE: January 14, 2020	AGENT CODE: 09 01617
TO: Cove Insurance 1201 U S Hwy. 1, Ste. 200A North Palm Beach, FL 33408	Fax: 561-775-7086
ATTENTION:	NUMBER OF PAGES: 1
FROM: Steve Moe, Underwriting Consultant	
RE: File #17822856 - Service Keepers, Inc. Db a Lawn Keepers Underwriting File Company Code: 601 - Western Surety Company	

We received the information you submitted electronically. Thank you for thinking of CNA Surety.

We would be willing to consider the future contract bond needs of this account in our Fast Track Program. Within this Program, we will allow a line of bonding in the amount of \$400,000 single and aggregate. This line is subject to underwriting approval of each bond requested.

To complete our file, please send us the following information in writing:

1. A properly signed General Indemnity Agreement. This part of the application must be signed on behalf of the company and the owners and their spouses as Indemnitors. By the first "X" an officer, authorized manager or member or owner will sign on behalf of the business. The owners and their spouses will sign as personal indemnitors in the section for Indemnitors. A copy of our latest version of the indemnity agreement is attached for your convenience.

If you have any questions, please contact our office.



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-3302 www.leoncountyil.gov

Purchasing Division
1800-3 North Blair Stone Road
Tallahassee, Florida 32308
(850) 606-1600

December 19, 2019

Commissioners

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District 4
Chairman

RICK MINOR
District 3
Vice Chairman

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JIMBO JACKSON
District 2

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

RE: Bid Title: Mowing Services, Continuing Services
Proposal No: BC-01-16-20-22
Opening Date: January 16, 2020 at 2:00 PM

ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the proposal specifications:

A. Revisions to the Invitation to Bid (ITB):

1. The following shall be added following the PLANHOLDERS section, page 5, of the current ITB:

BID GUARANTEE

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

2. The following shall be added following CONTRACT PROVISIONS, page 12 of the current ITB:

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No. (enter bond number)

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the _____ day of _____, 2018.

(Name of Principal)

By:
(As Attorney-In-Fact)

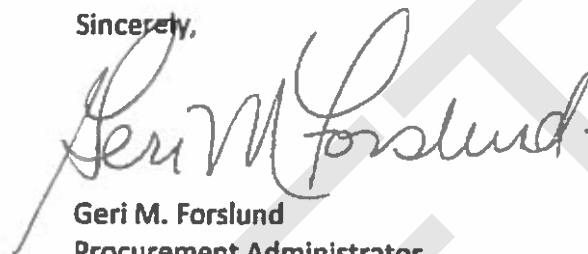
(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

A handwritten signature in black ink that reads "Geri M. Forslund". The signature is written in a cursive style and is positioned above the printed name and title.

Geri M. Forslund
Procurement Administrator
Purchasing Division

DRAFT



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-3302 www.leoncountyfl.gov

Purchasing Division
1800-3 North Blair Stone Road
Tallahassee, Florida 32308
(850) 606-1600

Commissioners

BRYAN DESLOGE
District 4
Chairman

RICK MINOR
District 3
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

December 23, 2019

RE: Bid Title: Mowing Services, Continuing Services

Proposal No: BC-01-16-20-22

Opening Date: January 16, 2020 at 2:00 PM

ADDENDUM #2

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project. The following shall be added to the proposal specifications:

A. Questions received with answers being provided (**In Bold**) to assist all in preparation of the bid submission:

1. We'd like to know who to contact to see the boundaries of the facilities in group B?

Maps have been provided for the convenience of bidders. However, if you need access to a restricted site, please contact John Leeds. Access to the site will be provide but questions regarding the bid will not be answered unless they are submitted in writing.

**John Leeds
leedsj@leoncountyfl.gov
850-606-5020**

2. Are there are any restrictions as to what days mowing can be done?

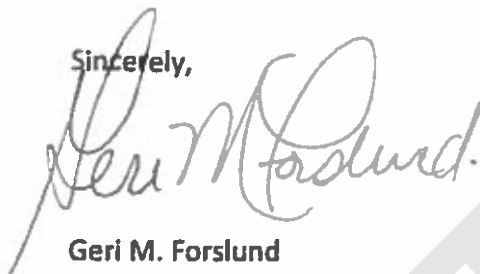
- A. **For Group A, the restrictions for mowing are included in the current ITB, which addresses, Monday through Friday only (no weekends).**
- B. **For Group B, there are no restrictions on the days that mowing can be done. We do have some restrictions/preferences on sites.**
 1. **Public Safety Complex- preference would be the weekend, less traffic on site and fewer vehicles to maneuver around.**
 2. **Branch Libraries- preference would be Mondays; all branches are closed.**
 3. **Courthouse locations- preference would be weekends.**

- C. **For Group C, there are no restrictions.**

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

A handwritten signature in cursive script, appearing to read "Geri M. Forslund".

**Gerri M. Forslund
Procurement Administrator
Purchasing Division**

DRAFT



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division
1800-3 North Blair Stone Road
Tallahassee, Florida 32308
(850) 606-1600

January 7, 2020

Commissioners

BRYAN DESLOGE
District 4
Chairman

RICK MINOR
District 3
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

RE: Bid Title: Mowing Services, Continuing Services
Proposal No: BC-01-16-20-22
Opening Date Changed: January 17, 2020 at 2:00 PM
(Addendum Changes Opening Date)

ADDENDUM #3

Dear Vendor:

This letter serves as Addendum #3 for the above referenced project. The following shall be added to the proposal specifications:

A. The **SCHEDULE OF EVENTS** has been updated to include:

1. The **BID SUBMISSION DUE DATE** has been changed to **Friday, January 17, 2020 at 2:00 PM.**
2. A second **MANDATORY PRE-BID MEETING** has been scheduled and shall be held on **Thursday, January 9, 2020 at 10:00 am.**

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

Geri M. Forslund
Procurement Administrator
Purchasing Division



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division
1800-3 North Blair Stone Road
Tallahassee, Florida 32308
(850) 606-1600

January 14, 2020

Commissioners

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District 4
Chairman

RICK MINOR
District 3
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT WA. THIELE
County Attorney

RE: Bid Title: Mowing Services, Continuing Services
Proposal No: BC-01-16-20-22
Opening Date: January 17, 2020 at 2:00 PM

ADDENDUM #4

Dear Vendor:

This letter serves as Addendum #4 for the above referenced project. The following shall be added to the proposal specifications:

A. Questions received with answers being provided (**In Bold**) to assist all in preparation of the bid submission:

1. Supplemental Solicitation Documents Attachments D and E which are maps, did I understand that the areas shaded in yellow are the areas to be mowed?

That is correct. The areas shaded in yellow are the areas to be mowed.

2. Under "Occupational Licenses and Registrations" it states the company's local business or occupational license. We are registered in Sunbiz as a corporation and this is the only license/registration we have been required to have. Will this meet this requirement?

A professional license is not required for mowing services so your Sunbiz registration will suffice.

3. Under "Contractor's Qualifications" it states, "one year working for a local government agency" What if we have never worked with a government agency but would like to? We have been in business for over 25 years and maintain a large contract for a chemical company.

One year working for any local government agency is a requirement of the bid. This requirement must be met to be eligible.

4. Under "General Requirements For All Groups - Reports and Follow-up" it talks about a service email shall be sent on a monthly basis. Who/where is this email sent?

The contact information will be provided to the successful bidder.

5. On the Insurance Certification Form it ask is the insurer to be used for all required insurance listed by Best with a rating of no less than A:VII. Where would I find this information? I do not know what this is referring to. What is the Best Rating and Best Financial Classification?

You will need to reach out to your insurer to determine if they are A.M. Best Rated with the A:VII rating.

6. What is considered proof of Contractor Qualifications?

Please see page 6 of the current solicitation, Contractor's Qualifications, which states that "Proof of this requirement may be provide by copies of business certificates for date range required, contract copies for services provided, or other reasonable means of proof."

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Ger M. Forslund
Procurement Administrator
Purchasing Division

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Bryan Desloge, Chairman
Leon County Government

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

Esposito Green Center
(Firm Name)

BY

[Signature]
(Authorized Representative)

Tom Penn
(Printed or Typed Name)

ADDRESS

2743 Capitol Circle N.E.
Tallahassee FL 32308

EMAIL ADDRESS

jpenn.espositomaintenance@gmail.com

TELEPHONE

(850) 386 - 2114

FAX

(850) 385 - 6291

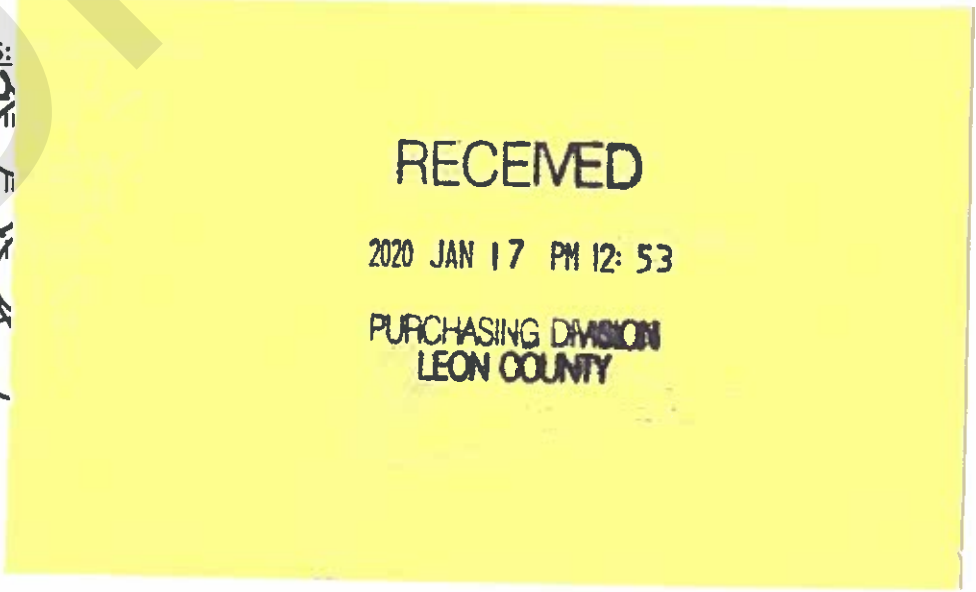
ADDENDA ACKNOWLEDGMENTS:

Addendum #1 dated 12/19/19

Addendum #2 dated 12/23/19

Addendum #3 dated 1/7/20

" #4 1/19/20





INVITATION TO BID

FOR

MOWING SERVICES, CONTINUING SERVICES

PROPOSAL NUMBER BC-01-16-20-22

**LEON COUNTY GOVERNMENT
LEON COUNTY, FLORIDA**

Release: December 13, 2019

J. P. [Signature]
1/17/20

1. Contractor Qualification Proof
2. Bid Response Sheet
 - Affidavit Immigration Laws
 - Equal Opportunity / Affirmative Action Statement
 - Identical Tie Bid Statement
 - Insurance Certification Form
 - Contractor's Business Information Form
 - Non-Collusion Affidavit
 - Certification / Debarment Form
 - Local Vendor Certification
 - Applicable Licenses / Registration
 - E-Verify Form
3. References Currently Being Serviced – to visit
References Current Clients
4. Operations & Management Plan
5. Contract Managers
6. Employee Code of Conduct
 - Drug Free Workplace Policy
 - Workplace Safety Program
7. Local Business Certification
8. Equipment
9. Cost Sheet

Contractor Qualification Proof

DRAFT

Overview

Esposito Lawn Maintenance is an extension of the Esposito Garden Center. Esposito Garden center was founded in 1969 by Dominic Esposito. In 1997. After Dominic's death, his son Ralph obtained control of the company, and serves as the company's president still today. In 2016 Garden Center Magazine recognized Esposito Garden Center as the 28th largest independently owned garden center in the United States. Esposito Garden Center Maintains that same position today.

Esposito Lawn Maintenance was established in 1979, by Ralph Esposito and Greg Bostwick. Today John Penn, the grandson of Dominic Esposito is responsible for the operations of the department. Servicing over 750 properties both commercial and residential throughout the Tallahassee area, Esposito Lawn Maintenance currently employs sixty-five (65) full time men and women local to the Tallahassee areas. In addition to the field staff, Esposito Lawn Maintenance has an office staff consisting of Admirative assistants, account representatives and a human resources director.

Documents representing several years of performance with Leon County can be found on the following pages. - Award Letters for groups 1 and 2.



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Commissioners

JOHN E. DAILEY
District 3
Chairman

April 24, 2017

NICK MADDOX
At-Large
Vice Chairman

Mr. John Penn
Esposito Nursery, Inc.
2743 Capitol Circle NE
Tallahassee, FL 32308

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

RE: Award: Lawn and Landscaping Services, Group 2, Continuing Supply
Bid: BC-12-22-16-17 Phase II

BRYAN DESLOGE
District 4

Dear Mr. Penn:

KRISTIN DOZIER
District 5

Please find enclosed your company copy of the fully executed amendment for addition of Group 2 to the Contract B-17-094. The County Project Manager will provide you with any further information necessary for commencement of the project.

MARY ANN LINDLEY
At-Large

We appreciate your interest in serving the citizens of Leon County through these contractual services. If I or my staff can be of further assistance, please do not hesitate to call.

HERBERT S. LONG
County Administrator

Sincerely,

HERBERT W.A. THIELE
County Attorney


Don Tobin, CPPB
Purchasing and Contract Administrator

Enclosure



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division
1800-3 N Blair Stone Road
Tallahassee, Florida 32308

Commissioners

JOHN E. DAILEY
District 3
Chairman

NICK MADDOX
At-Large
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

STUART S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

January 31, 2017

Mr. John Penn
Esposito Nursery, Inc.
2743 Capitol Circle NE
Tallahassee, FL 32308

RE: Award: Lawn and Landscaping Services, Group 1, Continuing Supply
Bid: BC-12-22-16-17, Phase II

Dear Mr. Penn:

The Board has awarded the above referenced project to your company. Enclosed you will find three (3) copies of the agreement for this project. Please have the corporate president or designee sign and date in the appropriate areas.

As outlined in the enclosed agreement, please submit to this office the Certificate(s) of Insurance as required. Leon County will not execute and forward you the final contract until these proofs have been received and found to comply with the requirements.

Please return all copies of the contract and Insurance Certificates to this office within five (5) days of receipt of this letter.

After receipt and verification of insurance requirements, a fully executed original copy of the agreement will be returned for your records.

If this office can be of any further assistance, please let us know. Thank you for your interest in serving the citizens of Leon County.

Sincerely,

Don Tobin, CPPB
Purchasing and Contract Administrator

Enclosures

Bid Response Sheet

DRAFT

Affidavit Immigration Laws

DRAFT

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ('INA')}.

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Esposito Garbini Center

Signature: [Handwritten Signature] Title: HEAD OF OPERATIONS

STATE OF FLORIDA
COUNTY OF LEON

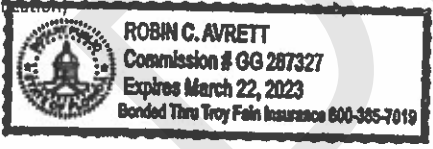
Sworn to and subscribed before me this 16 day of Jan., 2020

Personally known ✓ Robin C. Avrett
NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of FLORIDA

My commission expires: MARCH 22, 2023

(Type of identification)



Robin C. Avrett
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Equal Opportunity / Affirmative Action Statement

DRAFT

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

[Handwritten Signature]

Title: _____

HEAD of OPERATIONS - Exposito Lawn Mowing

Firm: _____

Exposito Custom Center

Address: _____

*2743 Capital Circle N.E.
TALLAHASSEE FL 32308*

Identical Tie Bid Statement

DRAFT

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

This firm complies fully with the above requirements.

This firm does not have a drug free work place program at this time.

Bidder's Signature

Title

Date

HEAD OF OPERATIONS - Esperto Lawn Maintenance

1/16/2020

Insurance Certification Form

DRAFT

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers- Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: **Indicate Best Rating:** A++
Indicate Best Financial Classification: XV

Business Auto: **Indicate Best Rating:** A++
Indicate Best Financial Classification: XV

Professional Liability: **Indicate Best Rating:** _____
Indicate Best Financial Classification: _____

1. Is the Insurer to be used for Workers- Compensation insurance listed by Best with a rating of no less than A:VII?

YES NO

Indicate Best Rating: A
Indicate Best Financial Classification: IX

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

Opening Date: January 16, 2020

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional Insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name John Perry
Typed or Printed

Signature [Handwritten Signature]

Date 1/16/19

Title Head of Operations
(Company Risk Manager or Manager with Risk Authority)



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Earl Bacon Agency, Inc. Post Office Box 12039 Tallahassee, FL 32317	CONTACT NAME:	
	PHONE (A/C, No, Ext): (850) 878-2121	FAX (A/C, No): (850) 878-2128
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Casualty and Surety Company	NAIC # 19038
	INSURER B: The Charter Oak Fire Insurance Company	25615
	INSURER C: Scottsdale Insurance Company	
	INSURER D: Builders Mutual Insurance Company	10844
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6604K725668	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		8102L343064	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 0		XLS0112843	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WCP1063352	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Sample for information purposes only.

Bid Title: Invitation to Bid for Mowing Services, Continuing Services

Bid Number: BC-01-16-20-22

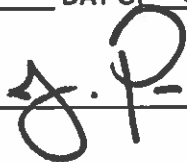
Opening Date: January 16, 2020

Present Amount of Bonding Coverage (\$): 150,000. ⁰⁰	Has your application for surety bond ever been declined? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If yes, please provide detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If yes, please provide detailed information on reverse)</i>
--	--	---

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 16 DAY OF Jan., 2020

By:



Title: HEAD OF OPERATIONS

Printed Name and Title:

Jonu Penn HEAD OF OPERATIONS

Contractor's Business Information Form

DRAFT

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: <u>Esposito Garden Center</u>	
Street Address: <u>2743 Capital Circle NE.</u>	
City, State, Zip: <u>Tallahassee FL 32308</u>	
Taxpayer ID Number: <u>591790709</u>	
Telephone: <u>850 - 386 - 2114</u>	Fax: <u>850 - 385 - 6291</u>
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify)
<input checked="" type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: FLORIDA Date Established: 1975

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
<u>John E. Penn</u>	<u>Head of Operations</u>	<u>(850) 386-2114</u>	<u>jpenn.esposito@maintenancemail.com</u>
<u>Ralph Esposito</u>	<u>Owner</u>	<u>(850) 386-2114</u>	<u>Ralph@espositogardencenter.com</u>

Non-Collusion Affidavit

DRAFT

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

Esposito Green Center

(Name of Corporation, Partnership, Individual, etc.)

a Sub - chapter S corporation

(Type of Business)

formed under the laws of FLORIDA

(State or Province)

of which he/she is Head of Operations

(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

John E. Penn

AFFIANT'S NAME

Head of Operations

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 16 Day of Jul., 2020

Personally Known Or Produced Identification

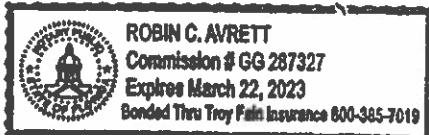
Type of Identification

Robin C. Avrett

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: MARCH 22, 2023



Certification / Debarment Form

DRAFT

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature


HEAD OF OPERATIONS

Title

Esposito ~~General~~ ~~Manager~~

Contractor/Firm

2743 Capital Circle N.E. TALLAHASSEE FL 32308

Address

Local Vendor Certification

DRAFT

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley
Purchasing Director

Bryan Desloge, Chairman
Leon County Government

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

Esposito Green Center

(Firm Name)

BY

[Signature]
(Authorized Representative)

Tom Penn

(Printed or Typed Name)

ADDRESS

2743 Capitol Circle N.E.

Tallahassee FL 32308

EMAIL ADDRESS

jpenn.espositomaintenance@gmail.com

TELEPHONE

(850) 386 - 2114

FAX

(850) 385 - 6291

ADDENDA ACKNOWLEDGMENTS:

Addendum #1 dated 12/19/19

Addendum #2 dated 12/23/19

Addendum #3 dated 1/7/20

" #4 1/19/20

RECEIVED

2020 JAN 17 PM 12: 53

PURCHASING DIVISION
LEON COUNTY

Bid Title: Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22
Opening Date: January 16, 2020

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

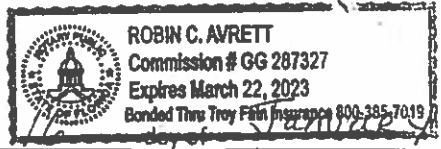
Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <u>Esposito Garden Center</u>	
Current Local Address: <u>2743 Capital Circle NE. Tallahassee FL 32308</u>	Phone: <u>(850) 386-2114</u> Fax: <u>(850) 385-6291</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address: <u>Same as above f.r.</u>	Phone: Fax:

[Signature]
Signature of Authorized Representative

1/16/20 Date

STATE OF FLORIDA
COUNTY OF LEON



JAN 16th
2020

The foregoing instrument was acknowledged before me this
By JOHN PENN of Esposito Garden Center
(Name of officer or agent, title of officer or agent) (Name of corporation)

a FLORIDA Corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____ as identification.

Return Completed form with supporting documents to:

Robin C. Avrett
Signature of Notary
ROBIN C. AVRETT
Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, if Any

Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, Florida 32308

Applicable Licenses / Registration

DRAFT



ESPOSITO NURSERY, INC
RALPH ESPOSITO
2743 NE CAPITAL CIR
TALLAHASSEE FL 32308

Account Number: 32325

The Business Tax Certificate for tax year 2016 is attached below.

This certificate expires September 30th, 2016.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with a letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2015-16 CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE 2015-16
LOCAL BUSINESS TAX RECEIPT

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2016

DBA: ESPOSITO NURSERY, INC
Location: 2743 NE CAPITAL CIR
Address: TALLAHASSEE FL 32308

Account Number: 32325

Type Code	Sub Code	Type Description:
450	a	Merchant
850	h	Service - Miscellaneous

ESPOSITO NURSERY, INC
RALPH ESPOSITO

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a new certificate (See reverse side.)



ESPOSITO NURSERY, INC
RALPH ESPOSITO
2743 NE CAPITAL CIR
TALLAHASSEE FL 32308

Account Number: **32325**

The Business Tax Certificate for tax year 2015 is attached below.

This certificate expires September 30th, 2015.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with a letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2014-15

CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE
LOCAL BUSINESS TAX RECEIPT

2014-15

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015

DBA: ESPOSITO NURSERY, INC
Location: 2743 NE CAPITAL CIR
Address: TALLAHASSEE FL 32308

Account Number: **32325**

Type Code	Sub Code:	Type Description:
450	a	Merchant
850	h	Service - Miscellaneous

ESPOSITO NURSERY, INC
RALPH ESPOSITO

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)
Posted February 17, 2020



ESPOSITO NURSERY, INC
RALPH ESPOSITO
2743 NE CAPITAL CIR
TALLAHASSEE FL 32308

Account Number: 32325

The Business Tax Certificate for tax year 2013 is attached below.

This certificate expires September 30th, 2013.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with a letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2012-13

CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE
LOCAL BUSINESS TAX RECEIPT

2012-13

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2013

DBA: ESPOSITO NURSERY, INC
Location: 2743 NE CAPITAL CIR
Address: TALLAHASSEE FL 32308

Account Number: 32325

Type Code	Sub Code	Type Description:
450	a	Merchant
850	h	Service - Miscellaneous

ESPOSITO NURSERY, INC
RALPH ESPOSITO

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires Edm 1 (2020 reverse side.)

E-Verify Form

DRAFT

Bid Title: Invitation to Bid for Mowing and Other Maintenance Services, Conveyance Systems

Bid Number: BC-11-07-19-05

Opening Date: November 7, 2019

Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

Signature

Date

1/10/2020

References Currently Being Serviced – to visit

References Current Clients

REFERENCES CURRENTLY BEING SERVICED - to visit				
NAME:	ADDRESS:	POINT OF CONTACT:	PHONE#	EMAIL:
CAPITAL PLACE AT SOUTHWOOD	2300 BLUFF OAK WAY, TALLAHASSEE, FL 32311	TONYA HOWARD	850-445-6061	CapitalPlacemgr@greystar.com
THE GREEN'S OF KILLEARN	3037 SAWGRASS CIRCLE, TALLAHASSEE, FL 32309	HERB HARMON	850-524-3274	hharmon1941@gmail.com
LEON COUNTY GROUP 1				
LEON COUNTY COURT HOUSE	301 S MONROE STREET, TALLAHASSEE, FL 32301	SHELLEY CASON	850-505-6012	casons@leonctyfl.gov
MAIN HEALTH DEPARTMENT	2965 MUNICIPAL WAY, TALLAHASSEE, FL 32304	SHELLEY CASON	850-505-6012	casons@leonctyfl.gov
RESOURCE STEWARDSHIP	1907 S MONROE STREET, TALLAHASSEE, FL 32301	SHELLEY CASON	850-505-6012	casons@leonctyfl.gov
PUBLIC SAFETY	911 EASTER WOOD DRIVE, TALLAHASSEE, FL 32311	SHELLEY CASON	850-505-6012	casons@leonctyfl.gov
LEON COUNTY GROUP 2				
NORTHEAST LIBRARY	5513 THOMASVILLE ROAD, TALLAHASSEE, FL 32312	SHELLEY CASON	850-505-6012	

REFERENCES FROM PREVIOUS OR CURRENT CLIENTS				
NAME:	ADDRESS:	POINT OF CONTACT:	PHONE #	EMAIL:
CAPITAL PLACE AT SOUTHWOOD	2300 BLUFF OAK WAY, TALLAHASSEE, FL 32311	TONYA HOWARD	850-445-6061	CapitalPlacemgr@greystar.com
THE GREEN'S OF KILLEARN	3037 SAWGRASS CIRCLE, TALLAHASSEE, FL 32309	HERB HARMON	850-524-3274	hharmon1941@gmail.com
WOODCREST OFFICE PARK	325 JOHN KNOX ROAD, TALLAHASSEE, FL 32303	RICK PIERSON	386-3000	rpierson@lpc.com

Operations & Management Plan

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- A written test gauging the applicant's knowledge of the industry
- A skill test as to judge the applicant's familiarity with equipment and their operation techniques.

TRAINING

At Esposito Lawn Maintenance, training is a serious and continuous process. Governed by strict standards for workmanship and customer service, the guidelines are clearly outlined in the Esposito Lawn Maintenance Manual (see *attached*).

As noted earlier, it is the responsibility of the account manager to develop his crews based upon the standards set forth in the Esposito Lawn Maintenance Manual (see *job description attached*). The training process is such that each morning the account manager works alongside, one-on-one with a crew. During this time, he demonstrates predetermined objectives that coincide with sections of the manual. It is his responsibility to see that each member of his team clearly understands and, more importantly, can properly demonstrate each objective. Having done so, the account manager and the team member then signs off as to their knowledge and application, and a copy is placed in that employees file for record. (see attached learning objectives).

Training sessions, or "ride alongs" as they are called, are offered to foreman on their day off. During this time, a foreman will accompany his account manager during his morning and afternoon routine gauging the perception of his supervisor and reinforcing his knowledge of the Esposito Standard.

ACCOUNTABILITY

Training and development is vital to the success of any organization; however, without accountability it is useless. Subsequently, Esposito Lawn Maintenance has the policies and procedures to not only hold personnel accountable, but also reward their commitment to excellence. The methods in which Esposito personnel are held accountable are as follows:

On the completion of each job, the foreman must fill out a brief (1/2 page) report. This report resembles a checklist and coincides with the job processes outlined in the manual. Foreman must complete the checklist accordingly and provide information as to why specific tasks may have been omitted. A copy is then given to the customer for verification and a carbon copy is turn into the account manager.

Once the account manager receives the copy he must then check the jobs verifying that the crew's execution meets company standards. When discrepancies arise, the account manager has the option to discipline the crew accordingly. After three writes up for quality issues, the foreman and or crew is suspended without pay.

Having a form that states an employee understands and can apply the procedures aids in the accountability process. Once a team member attest they can execute a given tasks, they are held accountable for doing so.

EXECUTION OF SCOPE

Once Esposito Lawn Maintenance obtains a job, the work is then scheduled. Re-accruing jobs are scheduled based on four criteria:

1. Target man hours
2. Geographic location
3. Frequency of service
4. Specific customer request

Once the criteria are accounted for, a crew and an account manager are assigned. Once crew and manager are assigned, rarely do things every change. The familiarity aids in quality and production.

Each week account managers receive weekly schedules for their crews, whereas crews receive daily schedules. Specific job notes, customer requests, and contractual obligations are included in the paperwork. Often, pictures and diagrams are given as to make certain all task meet company standards. The order in which the daily jobs are to be completed is set and a map of their trip is provided. Crew foreman are then charged with executing the day's work. Account managers monitor their performance making certain job are completed on time and on target. In addition, account mangers check to see that specific obligations are met.

Weather delays sometimes occur and crews get behind. In the event of such circumstances, Esposito resumes work where it was last delayed. Contractual obligations and customer requests receive priority during extend period of delay.

The Esposito Way

Quality Work comes from a quality workforce

When most people think of lawn maintenance, the first thing that comes to mind is a man (or woman) riding some kind of lawn mower cutting grass. Just about everyone claims they do lawn maintenance. As an employee of Esposito Lawn Maintenance, you must understand that cutting grass is more than just driving a lawn mower. It is more than the standard every-other week mow, weed eat, edge and blow. So, what is lawn maintenance? First and foremost, lawn maintenance is customer service. It is the constant improvement of our customer's landscape, through the use of the best horticulture practices.

The purpose of this manual is to train you, our employee, to become a lawn maintenance professional. As a member of the Esposito team, the common goal is to build the biggest and the best lawn maintenance company in North Florida and South Georgia. To accomplish this goal, you must not only know what you're doing, but also, the reasons why you are doing it. This manual outlines the many practices associated with the lawn maintenance profession and how Esposito Lawn Maintenance executes those practices. It is important that you take initiative and continuously study this manual as it dictates the standard in which we do business.

Mowing

Below is an overview about lawns and the products and techniques Esposito uses to maintain them. It is very important that you understand and memorize this information. As an Esposito Lawn Maintenance technician, you shall put into practice these rules and procedures.



Before we go any further, you must understand the terminology we use at Esposito. Cutting the grass with a lawn mower, regardless of type is referred to as "mowing". Often times crew designate members to do all the mowing for a job or for the day and that man is referred to as the "mow man".

A word about Esposito Mow Men: Mow men are required to be precise and efficient on the mower. Mow men must be cautious and always aware of their surroundings. All Esposito Mow Men know the specific techniques used to mow grass depending on the situation.

The FACTS about mowing lawns

- Lawns must be mowed at the right height
- Lawns must be mowed and at the right time (frequency)
- Mowing lawns at the right height and at the right time promotes the lawn's ability to resist weeds, insects, and disease.
- Mowing lawns at the wrong height and at the wrong time will create a thin, worn out turf.
- Mowing too often causes unnecessary stress and can weaken the lawn
- Mowing in the same direction every time creates ruts
- Mowing in alternate directions reduces stress and promotes healthy turf

Preparation

Every day, before you ever leave the compound, you must prepare your mowers for the day ahead. One of the most important preparation tasks is to check the mower blades as to make certain they are sharp. All mower blades must be sharp. Having sharp blades will result in a nice clean cut. A dull blade rips and tears the leaf blade leaving ragged ends, these ends turn grey and brown, thus spoiling the appearance of the lawn.

If the set of blades on your mower is dull, you must have them changed before your crew goes out.

Another important preparation task is to check your mower's deck. If your mower's deck is out of balance, your cut will be uneven, straggly and unprofessional. Before you even arrive at work, you should know whether your deck is out of balance.

Often a sign of an unbalanced deck is a bad vibration, or a visible streak of higher grass in the turf that is being cut. If you experience this the mower is not suitable for cutting and must be fixed.

NEVER mow with an unbalanced deck.

Safety is always important. All the safety flaps that deflect discharging grass must be secured and in place. ***Many lawn maintenance accidents are a result of flying debris. It is very important that all safety flaps are kept down while mowing.***

If your mowers do not have safety flaps that are functional, you must have them chained before your crew goes out.

When you arrive at the job site, you must prepare your mower again. The following steps shall be done at every job before any grass is mowed.

1. **Check the fuel level before you the mower ever leaves the trailer.**
 - If possible, top the mower off before you start every job as to save trips to and from the truck.
 - Fill the mower up with gas while it's off and inside the trailer. If some gas spills it will not damage a customer's driveway or kill their turf.
 - Never put gas into a hot mower, it could result in an explosion.

The riding and walk behind mowers we use at Esposito do not have grass catchers; however, many of the push mowers have bags. Be sure to empty all grass catchers and (or) bags before you begin cutting. A full bag can result in a clogged discharge shoot; thus, straining the mower's engine.

2. Be sure that nothing is blocking the discharge shoot. It is important that all clippings are discharged with ease so that the mower engine is not clogged.

Never try to unclog a discharge while the mower is running.

3. Set the Height of Cut: Mower decks shall be set so that no more than one third (1/3) of the leaf blade shall be removed at a time.

Height of Cut: In addition to sharp blades and safety shields, the next most important factor in mowing the lawn is the height of cut. The type of grass, along with the season, and current climate conditions dictate the height of cut.

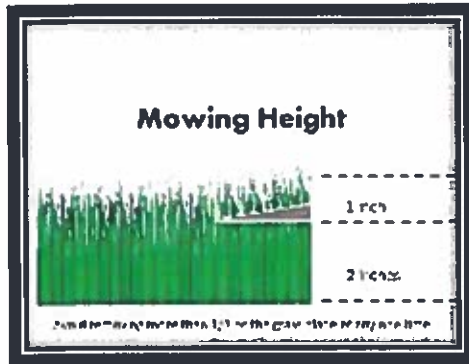
The height of cut is very important because it influences the depth of the root system. A general rule of thumb for judging root depth is, the length of the stem is usually the length of the root. With the development of a deeper root system, a lawn builds greater tolerances to drought, insects, disease, nematodes, temperature stress, poor soil conditions, nutrient deficiencies, and traffic.

See the Esposito standard chart for specific instructions on the height of cut

Recommended Mowing Heights for the Tallahassee Area	
Species	Height
Bahia grass (<i>somewhat common</i>)	3.0 – 4.0(inches)
Bermudagrass (<i>not common</i>)	0.5 – 1.5(inches)
Centipede grass (<i>most common</i>)	2.0 – 3.0(inches)
St. Augustine Grass (<i>very common</i>)	3.0 – 4.5(inches)
Zoysia grass (<i>becoming very common</i>)	2.0 – 2.5(inches)

1/3 Rule: At Esposito Lawn Maintenance, no matter what type of grass we mow, we always follow the 1/3 rule. This means that no more than one third (1/3) of the leaf blade shall be removed at any given cutting. The amount of the stem that is removed during a cut has a direct effect on the health and vigor of the plant.

An example, is that if a customer likes for her St. Augustine to be 3.5 inches, then it would be mowed when it's 4.25 inches tall; again, removing 1/3 of the leaf blade.



Cutting more than 1/3 of the leaf blade off at a time can cause serious damage to the turf. Doing this exposes stems that were previously shaded from the sun, resulting in sun damage. Cutting more than the rule calls for also shocks the plant, causing a portion of the root structure to die. Repeated mowing below the recommended heights is the primary cause of turf injury and should be avoided.

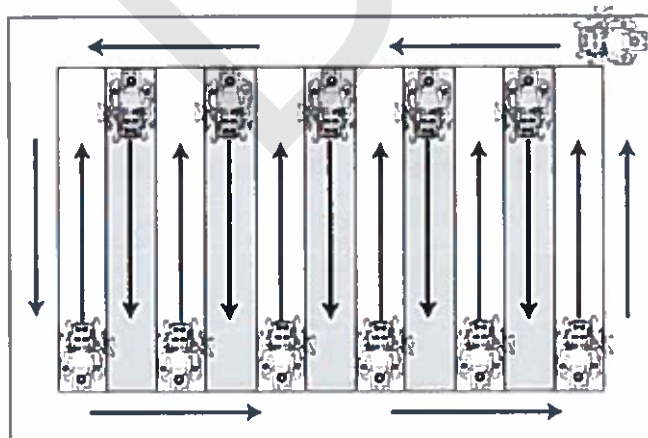
In Tallahassee, we often experience long periods of time without rain creating drought like conditions. When this occurs, it is best to leave the leaf blade as long as possible, while still maintaining the manicured appearance our customers have come to expect.

Clippings shall be left in place and not bagged. Clippings help recycle nutrients into the sandy soils. Clippings have significant nutrient value and decompose rapidly; thus, returning some fertilizer and organic material back into the soil. Clippings shall only be bagged / removed if large amounts are left on top of the grass. In most cases, wet grass clumps up. When this occurs, it's best to use a blower and blow the clippings out, dispersing them evenly across the lawn.

Operating the Mower

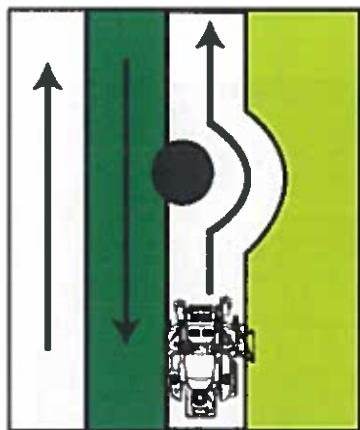
Not everyone knows the correct way to mow lawns. Truth is, most people who work in our industry do not know the right practices. Above anything else, when operating a mower, you must be cautious and aware of the surroundings. Safety is always your priority. At Esposito, everyone who operates a mower shall do so in the following manner.

All turf that can be striped will be; in other words, you shall cut the grass in alternating straight lines. Under no circumstances will we drive the mower in circular patterns, this causes undue stress that is detrimental to the turf's health. Striping is achieved by cutting a lawn with passes that are in straight line and at an opposing pattern (up/down, right/left, north/south, east/west etc.)

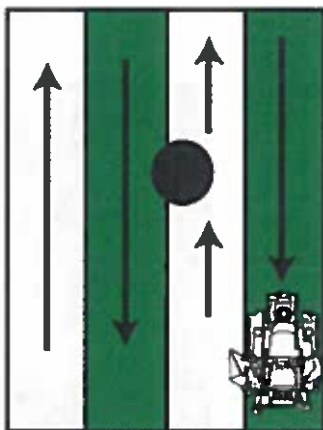


The Pattern shall be as follows: Begin by mowing the perimeter around the property (reference diagram). Next, mow in opposing directions through the remaining property.

To prevent turf damage, take caution when Simple "Y" type turns at the end of each row will reduce the chance of turf damage while setting the mower up for the next row to be mowed.



STEP 1
Mow around
the tree.

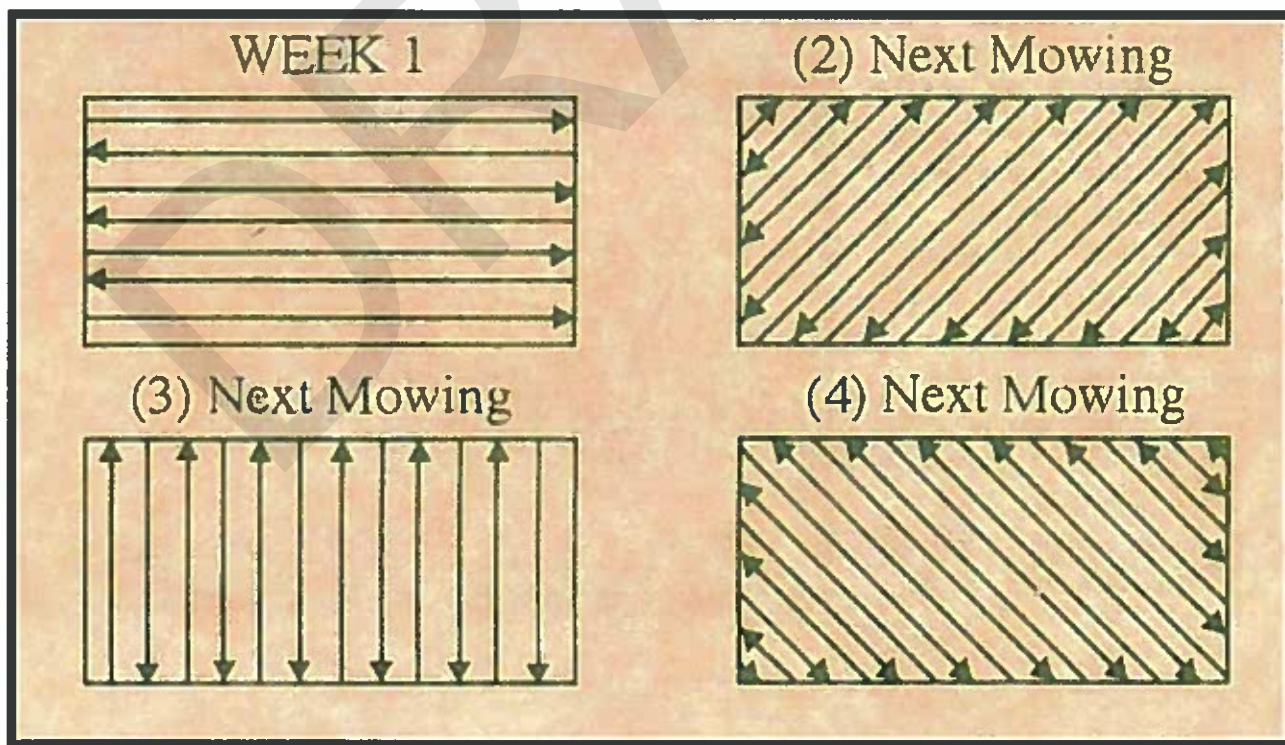


STEP 2
Stripe over the turn
on the next pass.

Going over the perimeter once again will remove any stripe pattern irregularities left from turning at the end of each row and delivers a clean, finished look

When mowing / striping around trees and other obstacles, mow around the object into the uncut path (reference the picture to the left). While making your next pass, you will mow/strip over the turn marks and retain your nice even stripe pattern. With a little practice, your stripes will appear to pass directly through the objects, producing an even stripe throughout your lawn.

The direction that the grass is bent determines the "light" or "dark" colored stripe. When the blades of grass are bent away from you, the grass appears lighter in color because the light is reflecting off of the wide, lengthy part of the blade. When the blades of grass are bent towards you, the grass appears darker as you are looking more of the tips of the blades (a smaller reflective surface) and the shadows under the grass. So provides the most contrasting stripe effect. Interestingly, as the "color" of the stripe is dependent upon what direction you are looking at it from, a "light" colored stripe will appear "dark" if you view it from the opposing direction.



Changing directions/ Alternate Patterns: Every time you mow a property you must change the direction you mow 90 degrees (see picture above). In other words, if you mow from east to west today, on your next visit, you should mow from north to south. If you're mowing a lawn on a weekly basis you should consider shifting the pattern every 45 degrees.



Mower Size: Mowing is very stressful on a lawn: therefore, our goal is to minimize the amount of stress the grass receives while in the meantime, delivering a nice, clean manicured appearance. For this reason, it is important to use the right size mower in the right spot. NEVER use a big mower in a tight spot. The size of the lawn usually dictates what deck size mower is needed. Typically, a 52" walk behind will be used to mow most all residential lawn. In some cases, walk behinds with smaller decks (48") will be used. Rarely does anyone use a zero turn of any sort on a residential property. When in doubt always chose the smaller mower.

Push Mowers: Your job notes shall indicate if a push mower is required for a specific job. Just like with all other mowers, striping shall be done when push mowing.

RUTS: *Ruts are unacceptable.* A rut is defined as a deep track that is made by either repeated passage of the tires or sharp turn of the mower. These black marks are most often created when a mower is driven across an area too wet to mow. Sometimes they can also be created when making too sharp of a turn. In any case, they must be fixed immediately. If rut is found without prior notification, a suspension most often follows.



RULES you must follow when operating mowers

- Do NOT drive the mower over sidewalks, patios or pavers. This will result in tire marks and that is unacceptable.
- Do NOT drive the mower into curbs, it will damage the front forks that stabilize the wheels. All damages will be paid for by the employee.
- DO NOT track dirt or mud onto someone's driveway.
- DO NOT cut wet grass: Wet grass will clump up, rest on the grass, and potentially kill it.
- DO NOT make sharp turns, this will create ruts in the turf.

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String Trimming

The lack of string trimming, or weed eating, as it is most often referred to as, is one of the most important tasks associated with professional lawn maintenance. Weed eating gives a property that finished, manicured look customers desire, because it is the lack of cleaning up what is left after mowing. Without adequate weed eating, mowing would look incomplete and unprofessional.

The string trimmer itself is a vital tool, essential to any lawn maintenance operation. Due to the string trimmers size and versatility, grass can be cut where mowers cannot freely maneuver. Weed eaters are used to get close to building, walls, trees and other objects to cut all the turf. Before we go any further, one must understand that when using a weed eater, the grass is cut with the tips of the string and not the full string diameter. The string ends have the most cutting power, the faster they move, the better the results.

The biggest problems when weed eating is going too low and not staying even with the turf; therefore, the most important factor to consider when weed eating is cutting height. It is vital that a smooth transition exists from that which is cut with the mower and that which is cut with the string trimmer. In order to achieve this result, tapering is the cutting techniques that should be employed. Tapering is used along walls, fence lines, curbs or even tree rings. To taper, is simply to hold your weed eater in such a way that its string strikes at a slight angle



If tapering is not done, or if the trimmer is not held in such a way that the string is parallel to the surface, the entire string diameter will cut the grass. Consequently, when the trimmer's string tips are pitched towards the object to be trimmed against, less grass is cut, resulting in a tapered, tight edge. This blends the mowed grass with weed-eated grass creating a pristine look.

Weeds & Bed-Work

The most frequent complaint among customers, both residential and commercial, are weeds. Weeds grow just about anywhere. You can find them growing through the cracks in the pavement, in nearly every single landscape bed ever created, and even through the middle of desired plants. Seven out of every ten complaints during the growing season deals with weeds. For that reason, the first and most important task we do on every job is weeding, or as we call it, **Bed-Work**. As a member of the Esposito Lawn Maintenance team, you must clearly understand, that Bed-Work is the most important task you do. Bed-work is what separate Esposito Lawn Maintenance from the competition and it's one of the main reason people choose Esposito to service their property. Your employment with Esposito will be very long and prosperous if you can master this task.

A weed is defined as any valueless plant grown wild, especially one that grows profusely where it is not wanted. A desired plant in one customer's yard could most likely be a weed in another's. For example, it's very common to see Liriope growing with Juniper (see pic). Liriope is technically not a weed, but in this situation, it is. Vines are another valueless plant often found in a landscape bed. Vines most commonly grow right through the middle of a hedge or specimen shrub. Listed in this section are many of the un-wanted or foreign plants that are most common in Tallahassee.

Although brief and relatively elementary, it is important to pay close attention to this section of the manual. Because weeds are virtually everywhere, their identification and removal is an important part in the lawn maintenance department. Many jobs are both gained and lost due to our ability to do Bed-Work. Many foremen have lost their position because they failed to do Bed – Work the way Esposito's requires. Outlined below is an in depth look at Bed-Work. It's is a clear explanation of what is expected and how to go about meeting those expectations for your foreman and your supervisor.

The FACTS about Bed-Work

- ❖ At Esposito Lawn Maintenance, the first task that shall be done when servicing a residential property is Bed – Work.
- ❖ "Weeds in the landscape bed", is the number one (#1) customer complaint.
- ❖ Any plant that does not belong (*is not desired*) in the landscape bed is considered a weed.
- ❖ An ornamental plant in one landscape bed may be considered a weed in another.
- ❖ The best and most effective tool for doing Bed-Work is your hands.





- ❖ Bed-Work distinguishes Esposito Lawn Maintenance from the competition.
- ❖ The accumulation of weeds and (or) debris within the landscape bed can inhibit nutrients from reaching the desired plant material causing it to turn yellow.
- ❖ Failure to do bed work will result in disciplinary action.

An Esposito Lawn Maintenance agreement reads as follows:
Weeding shall be continuous. Hand weeding is to be done. All weeds and unwanted plant material 6' or tall shall be pulled by hand.

Bed-Work: is defined as doing all the tasks within the landscape beds. More specifically, Bed-Work is cleaning the landscape bed to a state which leaves nothing but the mulch and the desired plant material.

TO BE DONE 1st: Mr. Esposito himself realizes the importance of bed-work; therefore he made it mandatory on all residential jobs for crews to do bed work 1st. In regards to commercial jobs, bed work shall be done 1st around the entrance to the property, the club house and (or) the entrance to the property managers office.

GOAL: *If a crew executes Bed-Work properly the result is a landscape bed that is free of all the following: weeds, foreign or un-wanted plant material, grass or turf, vines both wild and domestic (ex: Jasmine or Algerian ivy), dead and or dying plants, debris including sticks, pine cones, pine straw (in some cases), leaves, and shrub or tree clippings.*

Removing Weeds: As stated previously a weed is any valueless plant grown wild where it is not wanted. Everyone working in the lawn maintenance is equipped with the very best tools to remove weeds. Those tools are your hands. When pulling, it's best to try and remove as much as the root as possible. Removing the root eliminates any chance that that weeds will ever grow back. The best time to pull weeds is when the soil is moist and soft.



Scuffing Hoe: Another handy tool used in removing weeds is a scuffing hoe. Although not as precise as your hands, this tool easily cuts through weeds just below the surface. By pushing and pulling it about .5 inch under the soil, you can efficiently remove weeds. See the picture to the right for a visual description.

It is imperative that every truck be equipped with at least one scuffing hoe.

Removing Vines: Vines can be more difficult to remove than weeds. For that reason, you have your hand snips. When removing vines, you should try to pull it by hand first; however, if you are unsuccessful, you must cut it at its' base. Do not cut it off in the middle, follow the stem all the way to the ground, give it a good pull and cut it as low as possible. Many times, vines grow within a shrub, popping up at the top of the plant, in every case you will use the same method of removal.

Building and Wall: Vines are climbers, and there is no surface they won't cling to. Nothing is as unsightly as a vine growing up the side of a building. It can mean a write up and even a suspension not removed. No matter where you are, you must be on the lookout for vines creeping up the side of a building or a wall.



Un-Wanted or Foreign Plant Material: As stated previously, a desired plant in one yard may be a weed in another. It's always important to pay close attention to details and seek out plants growing where they do not belong. If found, these plants must be removed. One of the most common examples of an unwanted plant is Liriope. Often you will find Liriope growing in a bed of Juniper that is in decline. The picture to the right is a perfect example of this. You must remove these plants! It's best to get a shovel and dig them out.



Another evasive plant that grows wild is Nandina. Like other bamboo, Nandina will sprout up just about anywhere. Nandina is like a vine, cut it from the base and monitor it from week to come as to be certain it doesn't start growing back.

***As a member of the Esposito Lawn Maintenance Team
you must always play close attention to detail in every
task that you perform***



Trees can also be evasive, both Crepe Myrtles and Drake Elms have a habit of popping up within other desired plant material. This commonly occurs directly under a mature tree in a planted bed. The picture on the left shows a young Crepe Myrtle growing in the middle of a Nandia. Here the Nandia is desired and the Crepe is foreign. You must use your hand snips and cut the Crepe at its base.

Debris: All landscape beds should have some layer of mulch to hold moisture and protect plants, but that's it. Whether it be pine straw or cypress mulch, a good protective layer can prevent weed germination and insulate plants depending on the season. However, too much mulch and debris can be detrimental to a plants health. On every service visit, you shall remove all leaves, sticks, and pine cones from the landscape beds. You must clean the beds.

It is also very important that you remove excess leaves and straw from around the base of the plant. Any debris that may have accumulated inside the base shall also be removed. The accumulation of debris at and in the base of plants hinders nutrients from reaching the roots, causing the plants to turn yellow and look sickly. This "cleaning" also reduces harmful insects and diseases that can live and form in this debris. By removing the debris, you can eliminate a source of problems.



Remove Spent Blossoms and Dead Head: Most all shrubs and flowers can benefit from having dead blossoms removed. By removing them, you redirect the plant's energy that would have gone into seed production into producing new, healthy growth. You can gently pull off the spent blossoms or, if you planned to prune that shrub anyway, do so right after the plant blooms. This also improves the appearance of the plant. You must always be on the lookout for dead blooms and spent seed pods so that you can remove them accordingly.



Pictured are agapanthus seed pods and the spent bloom of a hydrangea. These two plants are the most common to produce blooms that must be removed.



Remove Dead Plants: The absence of plant materials is far more attractive than having dead plant material. You must remove all dead plant material from the landscape beds and fill in the hole so no one will step in it and hurt their ankle. If you do not have fill dirt than cut it out at the lowest possible point and cover the stump with straw.

Annuals & Frost Bitten Plants: This also involves removing dead annuals in annuals beds. Frost bitten plants are unsightly and must be cut back. A good rule of thumb is cutting them about 6" high.



Lantana that has gone dormant must also be cut back to about 6" high when the weather turns cold. *Pictured right.*

General rules about bed work

- ❖ Bed work is very important therefore it is always done first.
- ❖ Bed-work separates Esposito from its competition.
- ❖ Bed- work is much more than just pulling weeds.
- ❖ To preform bed work correctly you must have a pair of hand snips.
- ❖ A weed in one yard may be a desired plant in another.
- ❖ Debris is everything that is not mulch.

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Edging

One simple way to get a property looking manicured is to edge it. A property that is not edged will never look professional. Even the mow, blow and go companies edge. However, anyone can edge the obvious. At Esposito, we are the best, and we want our properties to stand out; therefore, we put an edge on just about everything.

The purpose of edging is to create separation between what is turf and what is not turf. The process of Edging is making a thin, well-defined, groove between the turf grass and another surface. These surfaces can be just about anything. Specifically, they are driveways, sidewalks, curbing, water meters, irrigation boxes, landscape beds and much more. These well-defined lines that an edger creates give the landscape pop and can really make a simple property stand out. Proper edging, in conjunction with the other tasks, helps create that professional manicured appearance. It's the Esposito standard.

Most of the time, a new hire will be asked to edge a property after they have mastered bed-work. From that day forward, they will be responsible for edging all properties with a stick edger until the foreman or account manager feels they have mastered the task. It is very important that you look over the landscape extensively and locate everything that requires an edge. In addition, one must have a steady hand and an eye for detail.

There are three machines used to edge and a variety of hand tools. These are the three machines used

- *Stick Edger:*
- *Weed Eater / String trimmer:*
- *Bed Definer:*

Technique / Avoiding the Creep: When operating an edger, you must hold it at a 90-degree angle in relation to the ground. In other words, hold it straight up and down, do not tilt or slant it to one side or the other. If there is a slant it needs to be ever so slightly away from the turf. Too much slant or tilt will result in an uneven cut and a dull edge. In addition, the continuous un-even cut will result in a steady loss of turf as the landscape bed or tree ring gets larger and larger. This process is called the "creep". **Avoid the creep at all**



costs. To do so, you must hold the machine with two hands securely in the groove between the turf and the adjacent surface. Keep the blade spinning at full speed and run the machine in a straight line further from the turf's side. **DO NOT GET OFF TRACK** and cut an unnecessary line in the grass. Go slow if need be as to make the cut sharp and precise. It is important that the wheel of the edger rest on the opposite side of the turf and not on the turf side.

Remove Runners: Runners are those random shoots or stolens that remains after a bed is edged. You may have separated the grass from the remainder of the turf, but it is still present growing in the bed. You must remove these with your hand. It is unacceptable to leave runners in a landscape bed or in a tree circle once edging is complete.

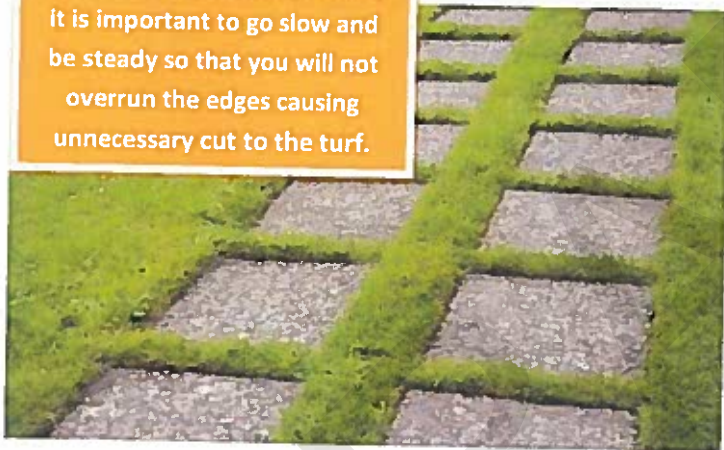


Below is a list of the objects / surfaces you are expected to edge, how they are categorized and the tool which is to be used.

Surface / Object	Category (Hard / Soft)	Tool
Concrete, Walkway or Sidewalk	Hard	Stick Edger
Concrete Driveway	Hard	Stick Edger
Concrete Pool Deck or Pad	Hard	Stick Edger
Concrete Utilities Cover	Hard	Stick Edger
Concrete Sewer Cap / Guard	Hard	Stick Edger
Concrete Drainage Ditch	Hard	Stick Edger
The Base of a Utilities Box / Transformer	Hard	Stick Edger
Concrete Stepping Stone	Hard	
Natural Stones imbedded in the turf or ground cover	Hard	
Asphalt Driveway	Hard	Stick Edger
Asphalt Roadway	Hard	Stick Edger
Irrigation Valve Box	Hard	Stick Edger
Concrete Curbs / Grass and Straw	Hard (grass) Soft (straw)	Both
Tree circles	Soft	String Trimmer
Landscape (shrub) Beds	Soft	String Trimmer
Concrete Base of a Sign or Pole	Hard	Stick Edger



When edging stepping stones, it is important to go slow and be steady so that you will not overrun the edges causing unnecessary cut to the turf.



The black arrows indicate where to create an edge.

General Rules for Edging

- ❖ Do not edge dirt.
- ❖ A great deal of the finished / manicured look is a result of good edging
- ❖ Avoid the creep
- ❖ Never edge drain boxes, it could disrupt water flow.
- ❖ Never edge with chemical herbicides, it's not professional
- ❖ Use a stick edger to edge all HARD surfaces
- ❖ Always remove runners
- ❖ Focus on technique, hold the edger straight up and down.
- ❖ Never let the edge slant away from the surface that's receiving the edge.
- ❖ In some instances, it is acceptable to use a string trimmer to edge, but only on soft surfaces.

DRAFT

Pruning

The definition of pruning is the selective removal of plant parts; however, outside of Esposito's, pruning can mean different things to different people. The subject of pruning encompasses a vast range of methods, tools and motives. Pruning can mean pinching a seed pod or completely slaughtering an old worn out viburnum. It's very broad in scope and most often calls for an in depth explanation. Ext few pages we will discuss the Esposito Way to prune shrubs, trees, and ground covers.

As we established above, pruning is the selective removal of plant parts. It's important to remember that pruning is done not only to satisfy company requirements and please the customer in terms of the appearance of their property, but more importantly, it's done to benefit the overall health of the plant.

Pruning stimulates growth in plants. It alters the balance between roots and shoots and temporally changes the growth patterns. When part or parts of the branch structure are removed, the excess supply of nutrients taken in by the roots, which is dependent on the root's volume, will overload the branches and result in a vigorous growth spurt. The opposite is true when roots are pruned, such as the case with transplanting.

Since the very nature of pruning results in plant growth, it's understandable that pruning is not a means of compensating for inappropriate plant placement. Much like trying to fit a round peg into a square hole, it's just never going to work. If you must continuously cut a plant back year after year it may be best to replace it with a different species.

The very act of pruning is removing plant parts. There are two different types of pruning cuts used to do this. Those are **Heading Cuts** and **Thinning Cuts**.

In terms of your employment at Esposito Lawn Maintenance, there are four reasons to prune plants. Outlined below is a clear description of the different reasons to prune.

Maintain and Improve Vigor. This involves removing dead, dying or damaged wood. It also involves removing diseased and insect infected plant parts so that these pests do not spread. An example of this is removing the dead stems out of juniper.

Control Plant Size and Form: A common purpose of pruning is to maintain or develop the specific size and form of a tree, shrub, or groundcover. It's about establishing a certain look. This type of pruning typically refers to developing plants in a new, developing landscape. For example, if Esposito installs trees and shrubs for a customer and they have to grow into their desired form, it would be considered controlling plant size and form. Another example would be keeping a fig vine or jasmine vine contained to a certain section of wall



or fence. To accomplish this, pruning must be a routine part of landscape maintenance and not delayed until the plant has become overgrown and unruly. Both selective and non-selective methods may be used.

Creating a desired shape: Referring to Esposito Lawn Maintenance specifically, this is the most frequent reason to prune. This reason to prune, much like that of controlling plant size and shape, is all about appearance; however, it's about maintaining that look not creating it.

At Esposito, you are expected to prune plants into different shapes. The most common shapes are that of trapezoids (hedges), triangles, balls and mushrooms. In some instances, you may be required to trim multiple shapes in one shrub, these are referred to as topiaries.

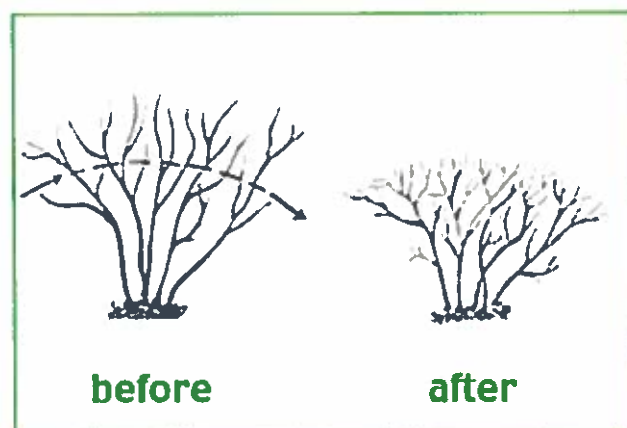
Maintain Safety: Like pruning in general, this reason for pruning can be debatable and may be interrupted many different ways. Still, in terms of your employment at Esposito, safety pruning shall be referred to as pruning which promotes the health and safety of our customers and their customers. For example, keeping shrubs at a height which is below the windowsill allows a customer to freely monitor the exterior of their property from the safety of their home. In addition, it does not provide an intruder with a place to hide behind, if in fact, he was trying to break the window. Another very important example of safety pruning is cutting low limbs so that while operating a piece of equipment there is no danger of getting poked in the eye.

When to prune:

It's very important to know that no matter the circumstances, all trees, shrubs and groundcovers can be lightly trimmed at any time. The key word above is lightly!

Most evergreen shrubs can be pruned any time of year; however, flowering shrubs such as camellias and azaleas have pruning guidelines that we at Esposito must follow. See page for specific instructions. In terms of generating the maximum amount of plant growth the very best time to prune is in the early spring. Late summer pruning may also generate rapid plant growth.

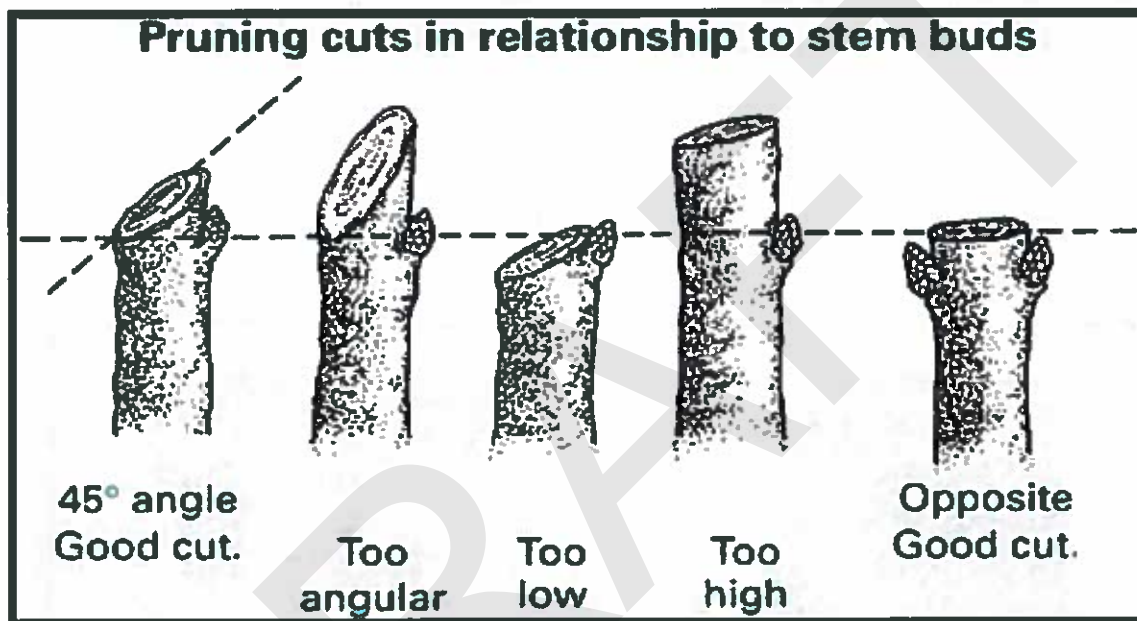
Heading cuts are the uniform trimming of the outer shape of the plant. Heading cuts are done by simply cutting around the entire shape of the plant. These cuts make the plant sturdier and bushier; or, as mentioned above, they make a plant full and dense. Heading cuts create exactly what is required, a tight manicured shrub. In the same sense, mowing the lawn may be considered a heading cut.



Thinning cuts involve removing a stem or branch completely from its origin (from the base up). Thinning opens up the canopy and increases the amount of light that penetrates the base and the interior branches. It

also increases the amount of air flow. Thinning cuts can be made to reduce the over size of the plant without significantly changing the natural shape of the plant. Thinning cuts do not stimulate rapid plant growth like heading cuts.

Thinning can also be referred to as selective pruning. A great example of this type of pruning is hand pruning Azaleas. The act locating a long shoot, following it down into the plant, and cutting it at its origin is the very essence of selective pruning. This is always done with a pair of hand snips or loppers.



Tipping: Within the lawn maintenance department you will often here the term tipping. This is the word most often used to convey the act of pruning. Tipping involves removing the new growth to maintain a certain size and shape. Tipping is done very frequently on all lawn maintenance jobs to keep the plants nice, tight and even and it is considered a heading cut. Tipping is about appearance and what one see when they walk or drive buy. However, tipping, if done correctly, also helps shrubs stay full and dense; two aspects that are very important in appearance. Nevertheless, if a shrub consistently needs pruning to stay within its bounds, it may be best to remove it and try another variety.

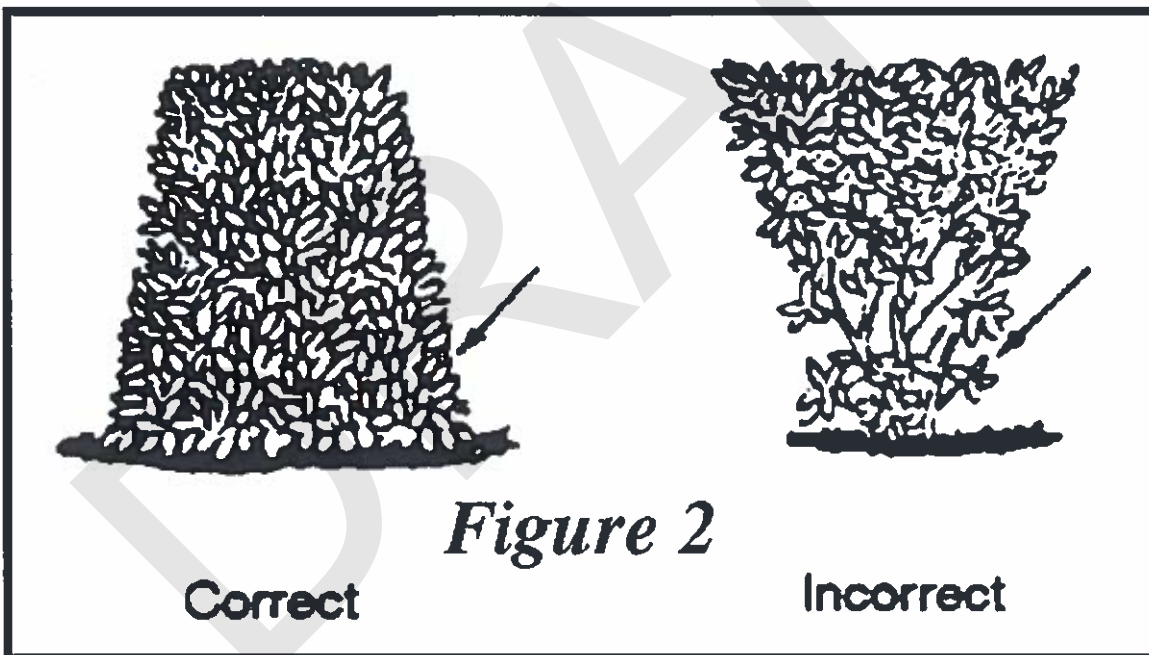
***Shrubs shall always be trimmed NICE,
TIGHT, and EVEN!***

When tipping, the following rules shall be followed:

Hedges: The most common shrubs used as a hedge in Tallahassee are Viburnum, laurpetlum, and various types of holly. As you go from job to job you will begin to see these common types of shrubs through the landscape.

At Esposito, you are required to keep all hedges level. No one shall allow the hedges on a job to take a wave like or popcorn like shape or appearance. Often, a rejuvenation cut may be necessary to produce a soil level hedge. In addition, a string may have to be pulled to produce the desired look. See below for instructions.

Hedges shall take the shape of a trapezoid. This is done to avoid the "leggy" unprofessional look. Shaping them in the form of a trapezoid (pictured right) allows light to reach the bottom branches, keeping them dense and full.



Cones

Cone Shape, Christmas Tree Shape, or Conical shrubs are often found on the corner of buildings or in the middle of a landscape. Plants shaped in this manner are often a type of holly as they are usually the only species that can maintain the height and density. These plants must remain triangular and be maintained as such. It is important to take your time when trimming these specimens, keeping them semantical. Pictured to the right is a nelly holly on the side of a house.



Globe or Round Shape Shrubs



The hardest, most difficult shape to master is the globe shape. Imaging trying to cut 20 or 30 yaupon hollies the same shape and size, it's virtually impossible; therefore, we try to avoid it at all costs. In the event that you must prune a shrub into a ball, take your time and shape it where light will touch all the foliage. If the shrubs are planted in a line keep them as symmetrical as possible. If you're on a commercial property, **NEVER** try and trim globe shapes id shrubs are in a line; always allow them to grow together into a hedge. Pictured to the left is an example of a professional look.



Rejuvenation and renovating pruning

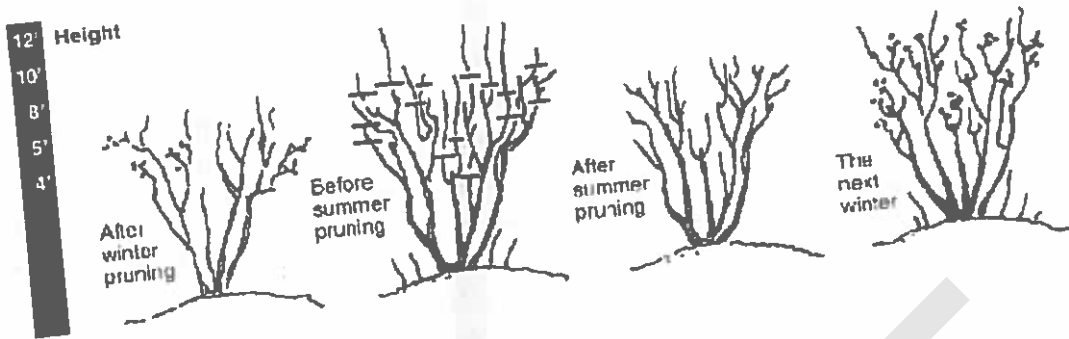


The last and most often overlooked form of pruning is renovating or rejuvenating pruning. This approach is vital to the life of an old landscape; however, because it involves so much work and results in massive amounts of debris many landscapers choose to neglect this practice. At Esposito, all shall crews shall demonstrate rejuvenating pruning as needed to aid in the overall health of the landscape.

Because older shrubs grow out of proportion with their surroundings and develop large amount of unproductive wood rejuvenation pruning is needed. As lawn maintenance professionals, it is imperative that we restore plants back to a state where optimum growth is attainable. For example, we may inherit a property where the hedges neglected, sunlight has not infiltrated the interior of the plant in years resulting in a thin bottom.

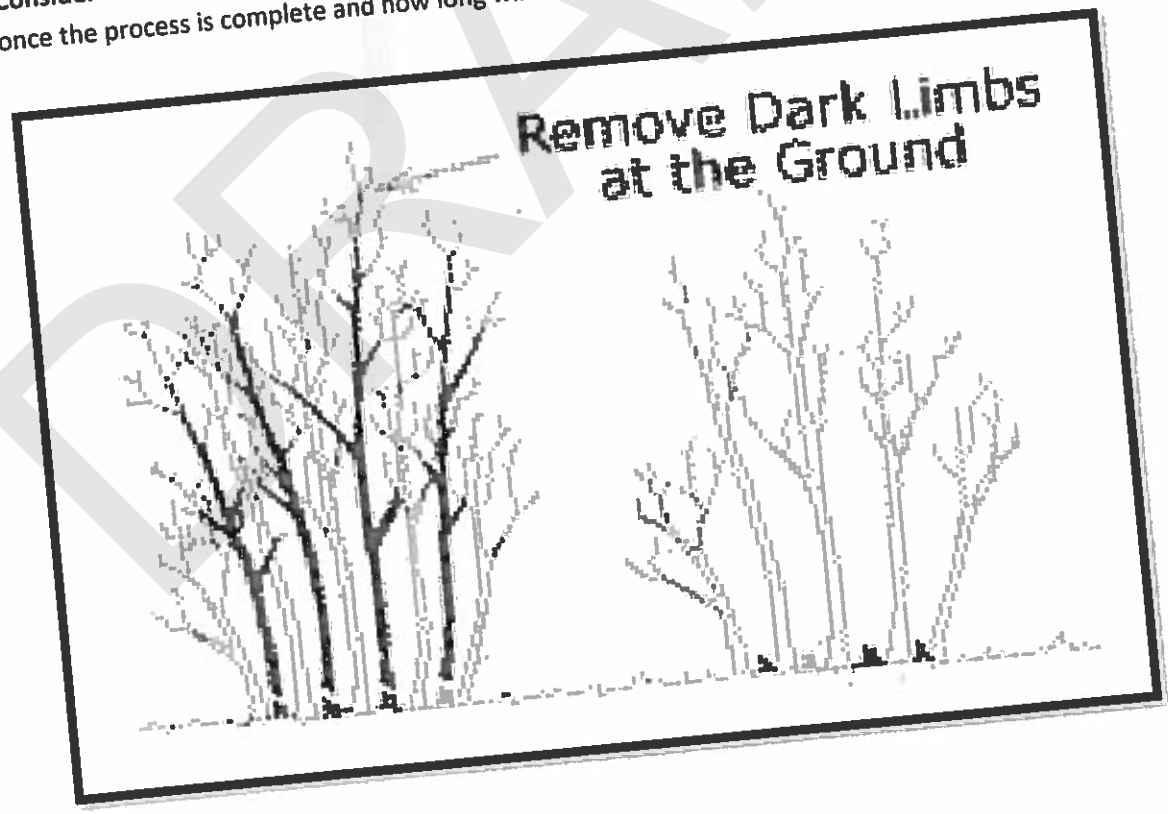
To achieve the desired result, drastic pruning shall be done. Renovating and (or) rejuvenating pruning involves cutting back some, if not all the branches to about 6 inches from ground level. Using loppers and saws, it is acceptable to remove such large portions of the plant wigs under a dense canopy; in this case, rejuvenation must occur.

A less drastic approach is to remove one-third of the stems in each of three consecutive years. This is typical done with very large specimens. In this case it's important to start with the oldest and tallest wood and work your way down. This method takes much longer too complete; however, the shrub stays more attractive throughout the process.



Important to remember when performing rejuvenation pruning

- **Select the appropriate species:** Not all shrubs respond well to drastic pruning
- **Observe the proper timing:** The best time for rejuvenation pruning is late winter, just before spring.
- **Give the shrub extra care:** After the rejuvenation cuts are made, the shrub goes into shock. It's important to make certain watering and fertilizing requirements are met.
- **Consider the appearance of the landscape:** What will the immediate impact on the landscape be once the process is complete and how long will it take to bounce back.



Pruning flowering shrubs

Camellias should require little to no pruning if used properly in the landscape. If any pruning is done it should be done in LATE WINTER or VERY EARLY SPRING. Camellias shall be pruned with hand snips by removing undesirable branches to retain their natural shape and growing habit. Shearing with a mechanical hedge trimmer should be avoided at all costs, as it will promote a dense layer of foliage which is undesirable.

Azaleas shall be pruned to obtain a full, well branched plant. Several light pruning after flowering and continued practice through the growing season will result in a compact dense plant. Flower buds are initiated in late spring and early summer therefore pruning should cease midsummer (July 4th). For larger azaleas, it is best to prune by hand with hand snips. Selective pruning shall be used to maintain the natural shape while keeping the shrub manicured and under control.

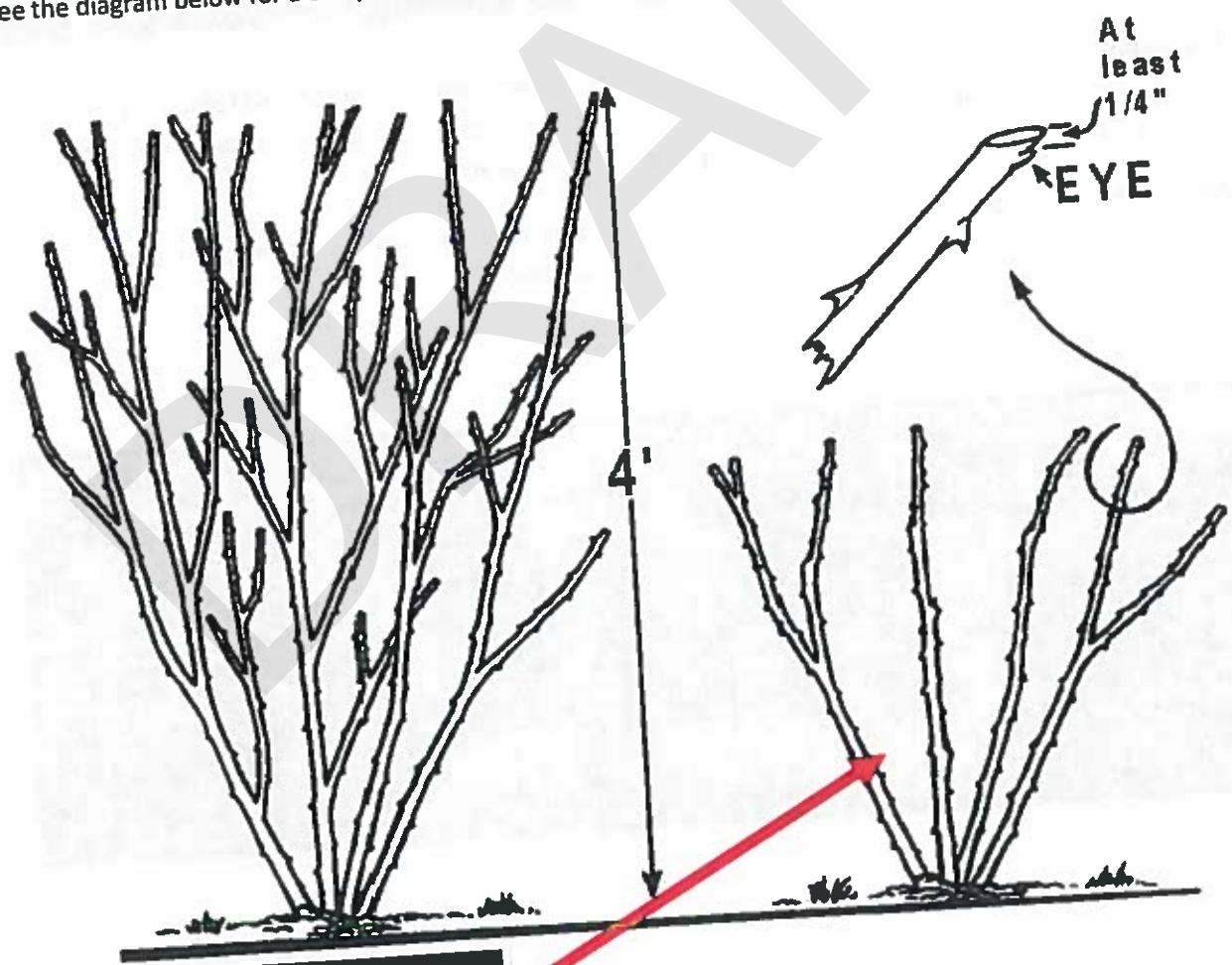
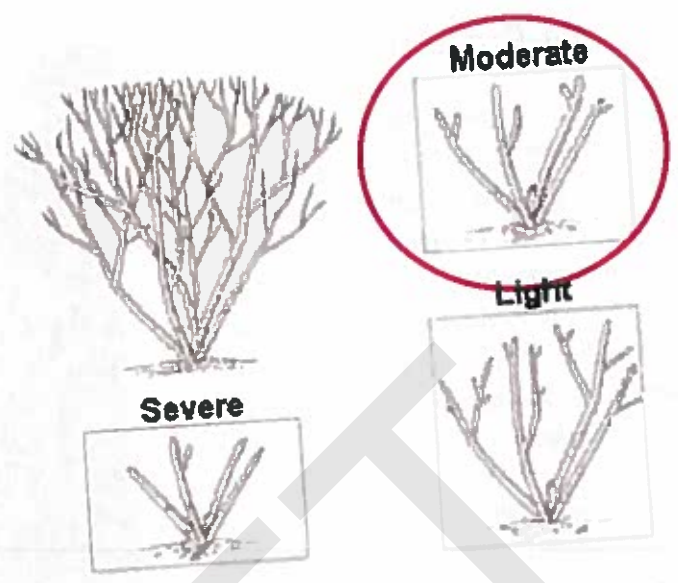
DRAFT

Pruning Knock out and Drift Roses.

Knock out and Drift roses may be pruned at any time of the year. For the best results roses shall receive a "hard cut" during middle of February. A "hard cut" means taking the knock out to a height of 18" or less. A "hard cut" on a drift rose means cutting the plant by 1/2 its size.

IMPORTANT: DO not let roses get leggy. If roses are tall and have little to no foliage at the bottom they are in desperate need of a hard cut. If these is the case, consult the customer first and advise them a hard cut should be executed.

See the diagram below for a complete illustration.



NOTICE HOW THE MIDDLE OF THE PLANT IS CLEAN

Pruning Ornamental Grass:

Ornamental grass has become more and more popular over the last decade due to its ability to withstand drought conditions and, for the most part, be a low maintenance plant within the landscape. Many people choose ornamental grass because of its appearance and texture; it's a unique addition to any landscape. However, it does require a level of attention that must never be neglected.

Grasses do not need to be cut down before winter. Nevertheless, not all ornamental grasses look good through the winter and should be trim back. Use your best judgment in determining what looks good and what does not.



All ornamental grass shall be cut back in late winter, typically between January 15th and February 15th. Grasses should be cut level to a height between 6" and 8" tall. If there are multiple grasses in close proximity to one another they must cut at the exact same height for appearance.

When trimming, it's best to use as bungee cord to tie the stalks up. This method makes cleanup much easier as you must leave the bed nice and neat after pruning is complete.



Pruning Ground Covers

Groundcover or ground covers, just as the name implies, is any plant that grows over an area of ground. Groundcover provides protection of the topsoil from erosion and drought. Ground covers are often used as a substitute for grass due to unfavorable conditions, such as too much shade or steep slopes. These vine like plants fulfill many functions, and for the most part, are a low maintenance alternative to turf grass.

There are several types of ground cover used throughout Tallahassee: however, the most popular of all is Astatic Jasmine, sometimes referred to as Asian Jasmine.

Ground cover pruning can be best described as edging. That's right, edging. Because most ground covers are vine like, their growth pattern is lateral, therefore keeping the runners within their boundaries is imperative. For the best overall results, a hedge trimmer should be used. Using a hedge trimmer reduces the risk of cutting too deep into the foliage (scalping), thus exposing the stems. A weed eater may also be used however, one must be very careful not to scalp. This is a faster method; however, it requires a steady hand.



Some ground covers grow so vigorously that controlling their growth is an ongoing maintenance task. If this is the case, mowing becomes an acceptable practice. If done with a push mower at a high setting mowing is a convenient way to check rampant growth and produce a neat, manicured appearance. However, not all ground covers shall be mowed.

Because ground covers are vine-like plants, they have a tendency to grow into other plants, wrapping themselves around the branches and tangling themselves at the base. Separation shall be obtained at all costs. When a desired groundcover infiltrates another desired plant, that portion of groundcover shall be considered unwanted or foreign; consequently, it shall be removed. For this reason, it shall be required that an edge or ring be established between all ground covers and the plants adjacent to them. Groundcovers shall never grow within or on the branches /



trunk or another plant. The picture below illustrates proper edging / separation between ground covers and the surrounding plants.

If ground covers get too thick, they must receive a rejuvenation cut. It is acceptable during late winter or early spring preform rejuvenation cuts on groundcovers. Still, not more than ½ of the stem mass shall be removed at a time.

Rules for pruning

- ❖ Shrubs shall always be nice, neat, tight and even. New growth shall never exceed 3”.
- ❖ Shrubs shall never touch the side of a house, building or wall.
- ❖ Shrubs shall never inhibit safety and must be kept below windows.
- ❖ Hedges shall be level and not resemble a “wave like” or “pop-corn” appearance
- ❖ Hedges shall take the shape of a trapezoid
- ❖ Conical hedges shall always be triangular in shape
- ❖ Globe shapes are the hardest and most difficult of mimic; therefore, whenever possible, they shall be allowed to grow together to form a hedge.
- ❖ After shrubs are trimmed all clippings shall be gathered up and the beds left neat and orderly.
- ❖ Different species of shrubs shall not grow together. Separation of species shall be obtained by whatever means necessary.
- ❖ Azaleas shall be pruned after blooming has occurred. The latest date to prune azaleas shall be July 4th. Light tipping of azaleas is permissible all year long.
- ❖ Camellias shall never be pruned with anything other than hand snips or loppers.

Tree Trimming

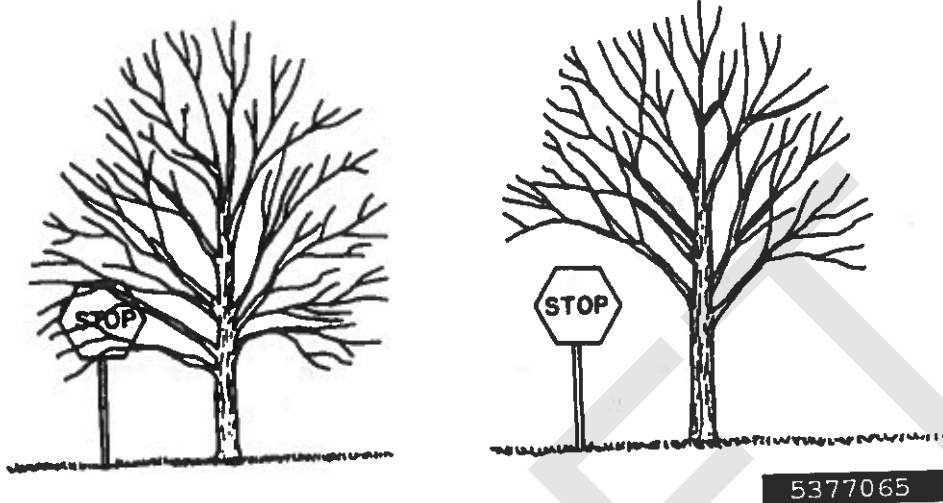
Before you read any further, notice the heading; “Tree Trimming”. As a member of a lawn maintenance crew, the amount of actual tree pruning you must do will be limited. Although this task is an act of pruning this section is labeled trimming rather than pruning.

Tress shall be trimmed for the following reasons

Low branches: The most common reason for trimming a tree is to remove low branches. Tree branches often sprout stems which grow downward. These stems come in contact with the tops of cars or hit pedestrians as they walk under them. In addition, low growing branches often block light fixtures and stop sings. If branches are very low, they

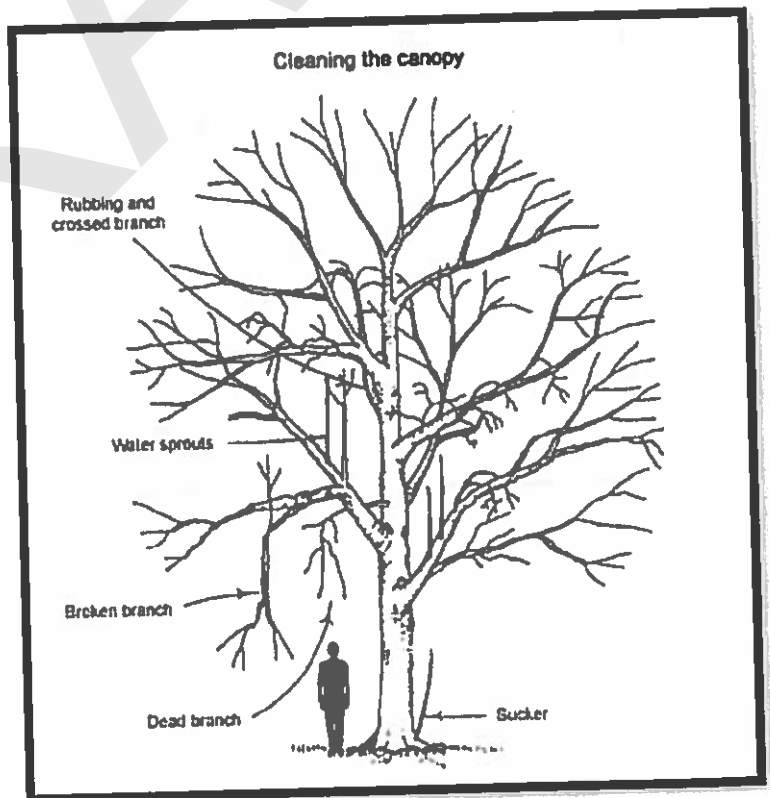


may even meet a mow man while he's mowing the lawn. All low limbs shall be removed to increase clearance for pedestrians or vehicles or improve visibility.

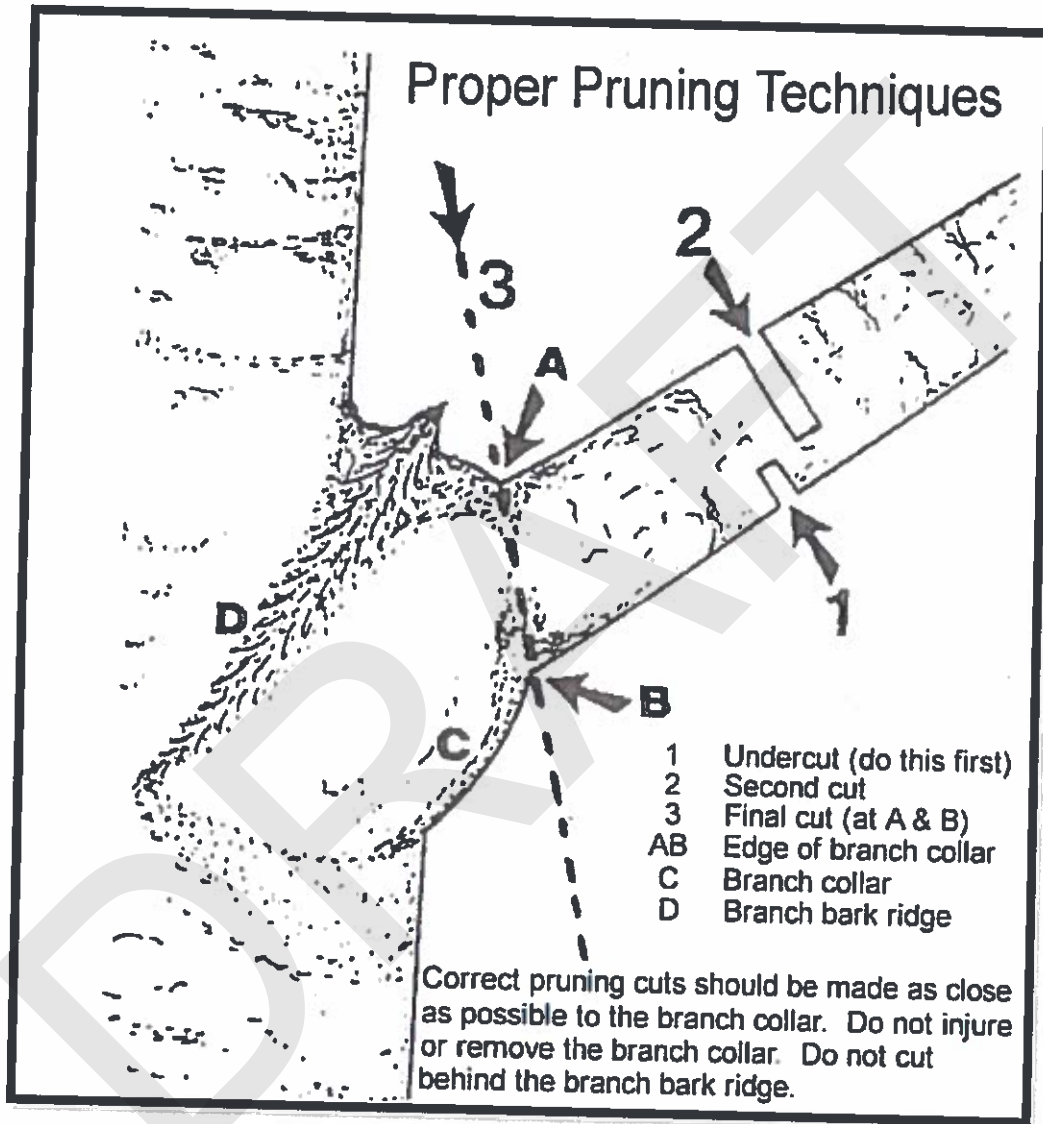


Broken branches: From time to time wind storms may arise resulting in broken limbs. When this situation arises, it's important that the lawn maintenance crew use the appropriate tools and remove the unsightly damage.

Before the first cut is ever made on a tree, a team member must consider the natural shape and growth habit of the tree in question. For example, Magnolia and Cedar trees grow much like a holly bush, with branches that touch the ground. Like a Holly, they too take a conical shape; however, because they are trees and grow at a different pace pruning should be very rare. Still, when the decision to trim a tree is made the following procedures shall be executed.



Cutting instructions for tree trimming



Pruning Crape Myrtles

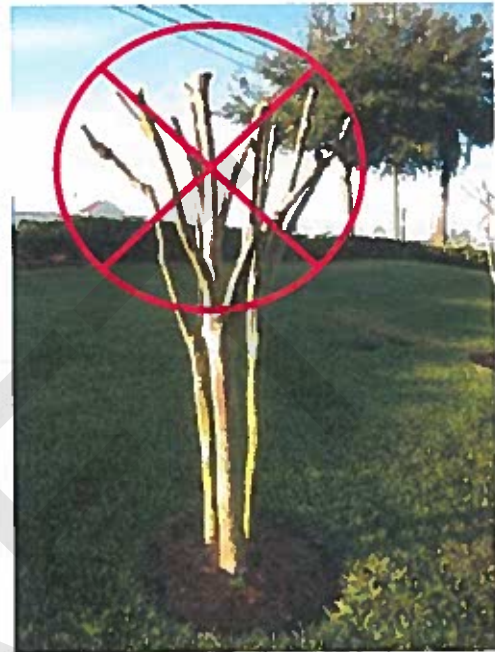
Like any other tree and shrub, before you prune, it's a good idea to understand what you're trying to accomplish. Have a plan. Remember; you can, after all, always go back and cut more. You cannot go back and cut less. When pruning crape myrtles, the objective is to establish trunks that are well spaced and have attractive bark. When cutting, you must thin out the center so that sunlight and air can be permitted easily. The general rule in determining results is that if a bird can easily fly through the center of the crepe myrtle, the branches are spaced about right.

In general, crape myrtles need little to no pruning if planted in the full sun away from walks and drives. Here, they develop their natural shape, forming a round canopy that almost touches the ground. However, rarely are these trees planted in locations such as this and pruning is required. Like all other trees and shrubs, the reasons for pruning crape myrtles is no different. Still, most homeowners and landscapers are uninformed to the proper methods and objectives when pruning crape myrtle.

Crape murder is the act of severely topping the tree leaving only its largest branches. At Esposito, we shall not, under any circumstances, commit "crape murder". This type of severe pruning results in a shorter bloom time, delayed flowering, weaker branching, delayed bark development and can increase insect and disease problems. Most importantly, this practice effects the appearance of the tree. In the opinion of Esposito Lawn Maintenance, this practice is unprofessional and is unacceptable.

Do not leave stubs.

The best time to prune crape myrtles is late winter (January – February). The purpose of pruning a crape myrtle is to enhancing its natural form. It is not to force it to grow in a space that is too small or creates an artificial shape. Crape myrtles naturally grow as small upright or vase shaped trees with multiple trunks. In a well pruned crape myrtle, the trunks grow upward and outward, with branches fanning out rather than growing inward into the center of the tree.



When pruning a crape myrtle, the following shall be executed

1. Suckers coming up from the base.
2. All side branches growing from the main trunks up to a height of at least 4 feet.
3. All higher branches growing inward towards the center of the tree.
4. All crossing, rubbing, and dead branches.
5. Branches growing at awkward angles that detract from the tree's appearance.



Blowing

Blowers are an essential cleanup tool for landscape professionals. Like the string trimmer, no crew can operate without one. Rarely, if ever, will you have a job that does not require some amount of blowing.

Blowers are extremely efficient for cleaning leaves, grass clippings, and debris from driveways, sidewalks, parking lots, and turf areas. In these situations, a leaf blower is more time efficient than a rake or a broom. Leaf blowers also perform tasks like cleaning areas covered by mulch or bark more effectively than hand tools. When used properly, there is little disturbance to the surface. Still, the amount of wind blowers produce can be harmful to turf, plants and cars if used incorrectly. Listed below is a brief outline about blowing and what blowers are used for.



What do leaf blowers do?

- Remove and gather leaves and debris from the turf or landscape beds
- Remove grass clippings for walks, drives, curbs, patios, porches, pool decks, decks, parking areas.
- Dislodge or break up matted grass that rests on turf
- Clean parking lots
- Clean equipment
- Clean porches, patios, decks, etc.
- Remove light or fluffy snow
- Dry off pavement

Like weeds, blowing is a sore subject for many customers. The office receives just as many complaints for blowing as for they do for weeds; for this reason, it is important that you pay close attention to your surrounding while operating a leaf blower. Like a gun, you should always be mindful of where your pointing the blower and where the debris is traveling. As a lawn maintenance professional, you must know how the leaf blower works and how to use it properly before you start a job. The following are general rules you should follow:

- Pay attention when using a leaf blower. Don't point an operating blower in the direction of people or pets.

- Make sure bystanders, including other operators, are at least 50 feet away. Stop blowing if you are approached.
- Do not use a leaf blower if you are tired or sick, taking medication, or if you have used drugs or alcohol.
- Do not use a blower indoors or in poorly ventilated areas.
- Inspect the blower before and during use to make sure controls, parts and safety devices are not damaged and are working properly.
- Never modify a blower in a way not authorized by the manufacturer.
- Do not operate while standing on a ladder, rooftop, tree or other unstable surface. Use nozzle attachments to reach high places.
- Do not blow debris toward open windows or doors.
- Always be considerate of people passing by and of property.
- Do not leave the blower running when unattended.
- Do not use a blower to spread or mist fertilizers, chemicals or other toxic substances, unless it is designed for these purposes and in an appropriate area.
- Work carefully. You need to be safe, courteous and responsible.

Never use a leaf blower to move excessively dusty materials.

A leaf blower should NOT be used to clean up:

- Large amounts of gravel or gravel dust
- Construction dirt
- Plaster dust
- Cement and concrete dust
- Dry garden topsoil
- Anything that create massive amounts of dust that will come to rest on cars.

Never blow debris into a road way or into a storm drain.



Blowing techniques

- Before you start blowing, plan where you want the debris to end up. If there are large amounts of leaves and debris to collect, do it in sections.
- Work in one direction only. That will help prevent you from blowing leaves into an area you've already worked through.
- Hold the blower at your side and point the front end at the ground at a shallow angle. Use a smooth back-and-forth motion as you walk slowly with the leaf blower in front of you.

Be mindful of the following:

- *Wind* – If you can, remove your leaves on a day when the wind is blowing in the direction you want them to go, or on a day that is still. You'll find that doing otherwise is seriously counter-productive.
- *Wet* – Bottom line, dry leaves are easier to remove with a blower than wet leaves. Test the moisture of a leaf pile by directing your blower at its base. If it barely budges, it might be best to do another chore instead and come back the next day.

Parking lot blowers / Billy Goats

Parking lot blowers are powerful machines that move debris from one side of a parking lot to the other. They are a valuable tool that is most useful during the leaf season. However, operators must use caution when using the machines on turf. On sparse lawns, the high wind speed can remove the top soil that is beneficial to the turfs health.

The primary users of wheeled blowers are people just like us, landscape professionals. Fall leaf removal is their primary job, but wheeled blowers are also used for a final cleanup after mowing and trimming because they cover so much more ground than backpack blowers do and the operator doesn't have to wear it on his/her back. Our trucks often keep wheeled blowers on their trailers during the spring and summer to clear parking lots and drives of fallen pine needles, live oak leaves and other debris.



Debris Build Up

Often times we will inherit a property that are in a state of neglected. Chuck and a truck has maintained the property for several years and omitted many of the details, leaving behind a mess. It then becomes our job as professionals, to clean it up.



In the case of properties with parking lots of any size, it's common that debris such as leaves, dirt and sand will begin to accumulate. (See pic) The spots where most of this debris can be found is in the corners where two curbs meet. Hiding under a small pile of leaves is usually a much larger pile of dirt and sand that's been packed. (See pic) Another spot where and dirt have a tendency to build up is along the curb line. It shall be our responsibility to monitor these areas and keep them clean. All lawn maintenance personnel shall remove the buildup of debris such as sand and dirt from the parking or "hard surface".



The best way to remove this build up is with two tools, a flat shovel and a push broom; a grain shovel can also be an effective tool to remove sand and dirt. Do not try and blow this debris. The blower will send dust everywhere possibly getting on cars, or even worse, our customers people.

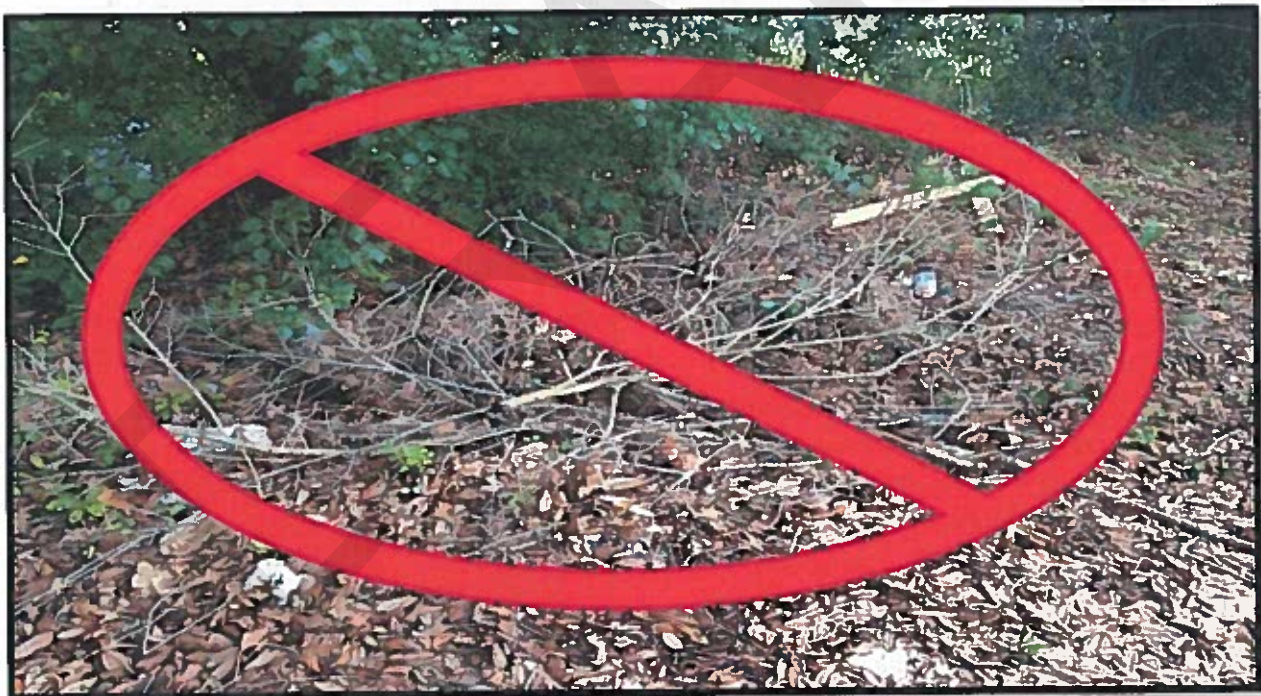
THE BUILDUP OF DIRT AND SAND ON PARKING SERVICES IS NOT ACCEPTABLE. ALL EXCESS DIRT SHALL BE SWEEPED AND SHOVELED UP FOR A CLEAN APPEARANCE.

Debris

Mother Nature is going to be Mother Nature no matter the season or the job. For that reason, there is always going to be debris that needs to be gather up and hauled off. Whether it's sticks or leaves, paper and cans, if it doesn't improve the appearance of the landscape, it must be removed.

Examples of debris are as follows:

- Sticks (no matter the size)
- Leaves
- Pine Cones
- Sweet gum seeds
- Any other organic material that may fall out of the trees or shrubs
- Paper
- Trash (Cans, bottles, ect.)



The best time to gather debris is before you mow. An effective strategy is for the mow man to walk the area prior to mowing and pick up all paper, bottles, and trash, and "normal" amounts of sticks and limbs that fall between visits. During this time he can also get a pretty good grasp of the terrain; spotting holes, dips, or humps that may result in an uneven cut. Nevertheless, not matter when it happens, all jobs shall be inspected at each visit to remove paper, bottles, and trash, and "normal" amounts of sticks and limbs that fall between visits.

Spraying Roundup

Killz All, Roundup, and Roundup Quick Pro are non-selective, post emergent herbicides. This means that they will kill or severely damage most plant material they encounter. The active ingredient in these products is glyphosaphate. These chemicals are not preventatives; therefore, they will not stop weed seeds from germinating.



Roundup quick pro has an added ingredient called dyquat. Dyquat makes the chemical work faster; killing the weed within a 48-hour period.

Because these herbicides can be harmful to desired plant material, it is imperative that the applicator be extremely careful. At Esposito, we directly apply these herbicides by spraying them with the wand of a back-pack sprayer. While spraying, you must keep the wand as close to the weed as possible; this is done to eliminate drift. In addition, the applicator must take into consideration the weather conditions such as moisture levels, wind speed and wind direction. You never want to spray roundup when the ground is wet or in the rain. Nor is it a good idea to spray roundup on a windy day; still, what must be done must be done and you have no choice but to spray, despite the wind.

Rules for Spraying Roundup

- ❖ Always use a measuring scoop when adding roundup to water
- ❖ 3oz of liquid roundup per every 1 gal of water.
- ❖ Use the cup attached to the bottle when mixing roundup quick pro. Each line of powder represents 1 gal of water.
- ❖ You **MUST** have an ID card to spray roundup
- ❖ You **MUST** keep the roundup locked in your truck or tool box.
- ❖ You **MUST** have the label on the bottle or jug
- ❖ You **MUST** have put a sign in the bed which was treated!
- ❖ You **MUST** have **LONG SLEAVES** on when spraying roundup



Hardscapes & Rock Areas

Like concrete and asphalt, these areas are part of the landscape too. Weather for function or appearance, hardscape and rock areas shall be maintained. The most common task associated with these areas besides blowing, is weeding. In this case, it is best to use a chemical herbicide applied with a sprayer to eliminate weeds.



AS A MEMBER OF THE LAWN MAINTENANCE STAFF, YOU ARE RESPONSIBLE FOR INSPECTING ALL HARDSCAPE AND ROCK AREAS FOR WEEDS. ALL WEEDS SHALL BE SPRAYED WITH CHEMICAL HERBICIDES, SUCH AS ROUND UP, AS NEEDED.

DRAFT

Natural Areas

Natural areas are parts of the landscape that need maintenance too. They are often found on the border of properties and, from time to time, may encroach what is more desirable; like a parking lot. Although their maintenance is not as frequent as the turf and shrubs, it is important that they are kept looking neat, presentable, and cut back always.

At Esposito, we define Natural Areas as any wooded area developed through natural growth rather than design or planning. In other words, natural areas are those areas where landscaping such as turf and shrubs do not exist.

To maintain a natural area the following must be executed.

Remove:

- All sticks larger than a pencil
- Approx. ½ of the pine cones present (all if time permits)
- All fallen tree limbs
- All suckers growing at the base of desired trees
- All limbs and suckers growing lower than 10' on desired trees
- All trees, smaller than your wrist

Cut:

(String Trimmer, Hedge Trimmer, loppers, hand snips or lawn Mower)

- All vines and underbrush growing up from the forest floor throughout the area
- All vines hanging from trees that may be encroaching desired areas
- All plant material, including both trees and shrubs that may be encroaching other areas of the landscape, including parking lots / spaces.



Fallen trees in Natural Areas

In some instances, a tree may fall in these areas. If this happens and you have a chain saw on your truck, cut the tree up, stack in neatly, and make specific notes on your paperwork so that the debris may be hauled off. If you do not have access to a chain saw, you shall make detailed notes on your paperwork indicating that a cleanup crew is needed. You must also indicate the location of the tree and whether the tree is so large, that an estimate must be provided before the work is done

Sego Palms

A Sego Palm is not a palm tree, it's a perennial. Nevertheless, many landscape in Tallahassee have Sego palms because they thrive in this area of Florida. However, these palms are often planted too close to the house or even a walk way and need pruning. Like shrubs they can be pruned anytime, yet it best to only do it once a year.

Sego Palms shall be maintained with no less than three (3) rings of fronds growing around the trunk. When plants have an abundance of found rings, the fronds shall be maintained at the 9 and 3 o'clock position. (see pic).

All suckers, or "pups", as they are called, shall be removed with hand snips from the base.



Palm Pruning

In Florida, specifically Tallahassee, palm trees are often a centerpiece in the appearance of most homes and properties. Without a doubt, the palm tree is a popular plant in our part of the country. In fact, people all over the world have come to associate palm trees with the state of Florida. It's true; when most people think of the Florida landscape, they think of palm trees.

Many palm varieties are native to the state; and, as stated above, they play an important role in the appearance and the identity of many landscapes. Subsequently, at Esposito, we take palm care very seriously. This delicate process requires skill and expertise. Moreover, one bad prune can lead to tree damage and possibly tree death. Therefore, we go to great lengths to help you, the trainee, understand the best practices.

The most common mistake when pruning a palm tree is over pruning. Even though many customers will request a "hurricane cut", "10-2 cut" or "pineapple cut" with their palm trees, it is much better to leave the full palm tree crown intact. Doing this preserves the plant's natural beauty and helps it thrive throughout the year.

Palm trees that have been subjected to hurricane cutting will often have their sensitive center core exposed to the elements, making them more likely to suffer from weather, disease or pest damage. The best kind of palm pruning involves leaving the palm tree fronds in place and performing minor pruning so that the critical nutrients within the tree are left in place. This assures that the tree's health and growth and maintains the tree's value since the full crown offers more beauty and shade.



In addition, severe palm pruning can lead to a diminished palm tree trunk, which compromises the overall stability and health of the tree. A healthy, thriving palm tree has a thick, well-rooted trunk and can withstand the elements much better than an over trimmed tree with a weakened trunk and root system. Plus, the weakened palm tree will display unsightly yellow leaves and brown fronds, diminishing your tree's value to you and your surrounding community.

A properly fertilized and pruned palms should look like the ones pictured below. As a rule, palms should have a round canopy with green leaves right down to the bottom.



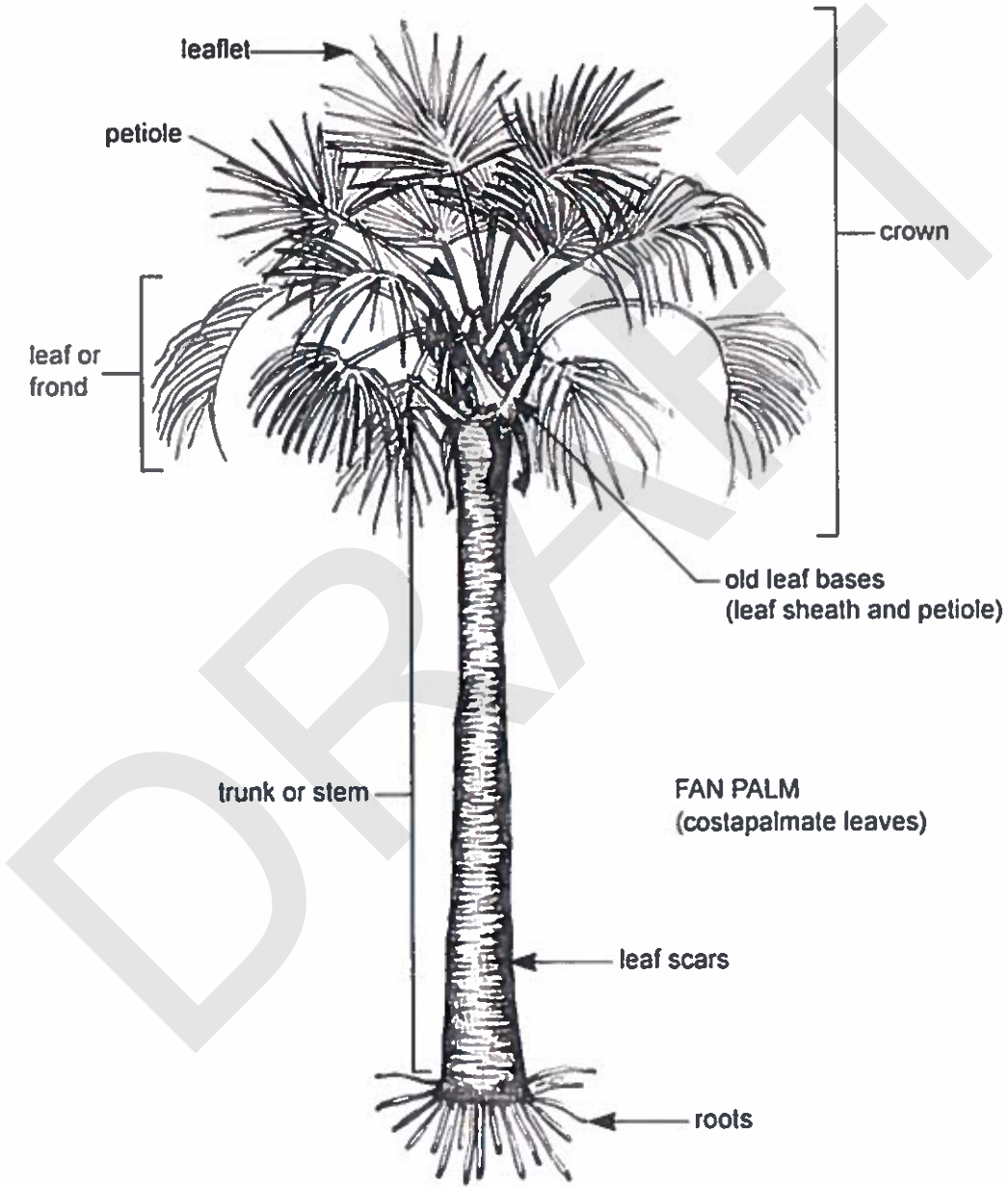
At Esposito, we remove leaves that are completely dead. We also remove flower and fruit stalks. However, half dead or discolored lower leaves shall not be removed. Discolored bottom fronds indicate nutrient deficiency. In this case, fertilizing not pruning shall be done to correct the unbalance.

Palms are trimmed for appearance purposes. There is no "right time" of the year to trim a palm tree. Ideally dead leaves should be pruned whenever they appear.



Pruning Technique

Fronds should be cut close to the trunk, but never cut in to the trunk with a pole saw or manual saw. Fronds can be pulled off only if they do so with ease. If you must pull hard on the frond to remove it, it should be cut instead.



Uniforms & Appearance

- You are required to wear a clean uniform, absent of any holes or stains, to work every day.
- Your uniform must fit you and you must wear a belt.
- Uniforms consist of a blue Esposito shirt, khaki pants, and your hand snips.
- Boots are to be worn for safety.



Uniforms: All new team members will be issued uniforms within their first 90 days of employment. Uniforms consist of a blue Esposito t-shirt, khaki pants, and a pair of hand pruners with holster.

Reporting to Work

All Lawn Maintenance employees are to report to work at either 7:00am, or 7:15am depending on your assign schedule. 5 minutes after those times you are considered late.

Beginning of the Day Procedures

Each morning, there are certain procedures that must take place when you arrive. Once you clock in, your objective should be to get out of the compound and on to your first job as quickly as possible. It should take you no more than 10-15 minutes to leave the compound once you've clocked in.



The Following shall be done each morning before you leave the compound:

1. Pick up your daily paper work (*schedule and quality control forms*) (*foreman and lead men*)
2. Get the keys to your truck and pull it out of the way (*first man from crew to arrive at work and clock in*)
3. Unlock your trailer
4. Conduct an inventory of all equipment (*shall be done every morning*)
5. Start all equipment as to make certain it is working properly

6. Check your truck and trailer: tires, axle, oil, water, etc.
7. If you must use the bathroom, do so at the shop. It is not acceptable to make a bathroom stop first thing in the morning
8. Make certain your crew has ice and water

End of the Day Procedures

All Esposito Lawn Maintenance Personnel are scheduled to work either an 8-hour day or a 10-hour day. Under "normal working conditions", your rout (assigned jobs for any given day) should be completed, with enough time remaining to return to the shop and complete these regular housekeeping duties.

Below is a list of tasks that shall be performed at the end of each day.

1. All Broken Equipment must be dropped off to the shop (large white shed in compound) at the end of the day. The piece must be tagged with a shop tag. You must include specific notes as to inform the mechanic of the issues you are experiencing. You must pull the stub off the tag and keep it for verification. Finally, you must put a piece of red tape on it to indicate it is broken.
2. The back of your truck (truck bed) should be cleaned out. All sticks, leaves, debris, and trash shall be dumped in their appropriate places. (trash shall go into the roll off, sticks and limbs shall go into the dump, and leaves, straw and grass shall go into the compost bin)
3. A brief inventory of equipment should be done. All equipment should be hung up in its place and accounted for. If something is missing, you must notify your supervisor immediately.
4. All the mowers are blown clean... all pulleys, decks, air filters, and engines are free of grass clipping and dust
5. All trailers are neat and orderly. Trailers should be blown out clean at the end of the day.
6. All equipment should be locked in the trailer (sprayers are not to be left in the back of the truck overnight)
7. The trucks should be backed into their assigned spots.
8. Your paperwork is filled out / complete or not and returned with clip board to the table in the shed
9. Begin planning the approach to your next working day!



GAS

Gas is to be purchased at the end of the day only. If it is your day to get gas, proceed to the gas station on the completion of your last job; fill up all cans, mowers, push blowers, and your truck. Do not waste time at the gas station socializing.



DO'S AND DON'T

- **Never back a trailer without someone out of the truck on the ground guiding and watching out for potential accidents**
- **Always keep the trailer in sight to avoid theft**
- **Return all materials to the shop in their proper location**
- **Never place equipment on the lawn (blower or weed-eater) they may have a gas leak which will damage the lawn.**
- **If the gas tanks overflows, let the machine set for a few minutes to let the gas evaporate before starting the machine. A spark could start a fire.**
- **Mufflers are very hot... Be Careful**
- **Report all accidents big or small to the department supervisor or department head**
- **Always be helpful, courteous, and knowledgeable**
- **Go the Extra Mile**

As we have stated throughout this manual, we, at Esposito are the very best. No matter the task, we must excel. We do this by following the guidelines set forth in this manual and by paying close attention to detail. Always take pride in our efforts and go the extra mile to accomplish the mission.

Over the next section, minor landscaping tasks will such as spreading mulch, laying sod and planting trees and shrubs will be outlined. Like the pervious sections, it is important that you read, understand and execute these tasks to the very best of your ability.

DRAFT

Spreading Mulch

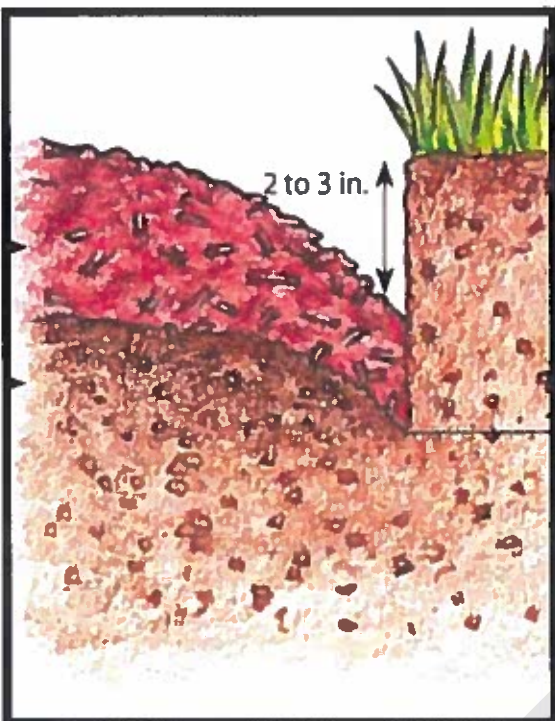
No landscape can be complete without a fresh clean layer of mulch. Mulch is not only attractive, adding to the appearance of a property, but it's also very beneficial to the landscape beds for the following reasons.

- **Moisture Conservation:** Loose mulch covering the ground helps retain moisture by preventing evaporation.
- **Soil temperature modification:** Mulch insulates the soil surface from rays of heat from the sun. In the winter, mulch insulates the roots from cold
- **Weed control:** Mulch smothers weed seedlings germinating from the soil. In addition, the loose dry surface mulch creates is unfavorable for the germination of windblown weed seeds.
- **Soil improvement:** Organic mulches such as cypress and pine straw break down on their underside adding humus to the soil for better nutrient retention.

These benefits may be obtained with the right material and application. Outlined below is a step by step explanation of how Esposito Lawn Maintenance personnel shall apply mulch. These steps must be flowed every time mulch is applied, unless otherwise notified by your supervisor.

1. Preform tipping or rejuvenation cuts on all shrubs, ground covers, ornamental grasses and perennials. *(See pruning – pages 22-32)*
2. Preform all bed work. This involves remove all weeds, vines, un-wanted plant material and dead plant material. *(See bed-work – pages)*
3. Remove all the old mulch and debris. Debris from both the bed itself and from the base of the plants must be removed.
4. Using the Bed- Edger tool, re-define the landscape bed's edge This involves cutting a crisp beveled groove along the turf's edge. The purpose of this is twofold.
 - a. to create a more defined, neat and manicured appearance

Bed-Work: is doing all the tasks within the landscape beds. More specifically, Bed-Work is cleaning the landscape bed to a state which leaves nothing but the mulch and the desired plant material. Weed by hand or with a scuffing hoe



b. to create a deep groove that will hold the mulch in place (see pic)

The illustration on the left indicates the proper depth of the trench created with the bed edger. Notice how the dirt below the mulch, slowly rolls downward into the base of the trench. Notice also, that the edge is at a perfect 90 angle.

5. Using a string trimmer, clean the cuts made with the bed edger. Hold the trimmer straight up and down (DO NOT TILT THE MACHINE IN ONE DIRECTION OR THE OTHER) and edge the bed line. Do not dig into the dirt but rather use the tip of the string to cut the frayed grass and make the edge sharp.




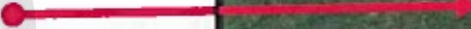
6. Rake the bed smooth with a spring tine leaf rake. This is to smooth out the surface so that it may receive the mulch or straw.

7. Spread Dimension weed stopper throughout the areas receiving mulch. You must spread it evenly
8. Spread the mulch, straw or bark evenly. You must use a rake, pitch fork or your hands to make it smooth and even.
9. Using a blower, spring tine rake and (or) a shovel, **CLEAN** and **TUCK** the straw back into the bed. This is to create the finished look.
10. Edge the bed with an edger or a sting trimmer as to making certain the newly establish bed edge is visible!



The Finished Product

When you are complete, the finished product should look very like the picture on the left. At Esposito, ALL tasks are performed with first class professionalism.

- DO NOT LET THE PINE STRAW REST ON TOP OF TURF. IT MUST STAY INSIDE THE BED.
- Notice: the edge of the turf is clearly visible. 
- Notice: Nothing is overhanging on the turf, it's tucked in! 
- Do not leave string in the landscape bed under the straw.



The bed- edger shall be operated as follows:

1. Spot your desired bed line, with your eyes or with marking paint.
2. Going forward (pushing the machine), run the machine along the line from one end of the bed to the other.
3. Going backward (pulling the machine, slowly), run the machine back along that same line you created going forward.

Pictured below are examples of bed trenches that are too shallow. The purpose of the trench is to hold the straw in place. If the ground is too hard for the bed-edger, use a pick ax and a shovel.



PICTURED BELOW IS AN EXAMPLE OF STRAW THAT IS TOO THICK. IT'S A LEAST 6' HIGH AND THE EDGE IS COMPLETELY COVERED. THIS IS UNACCEPTABLE.





Pictured to the left is an example of straw that has not been blown or tucked correctly. Pine straw shall lay nice and neat within the landscape bed.



CLUMPS OF MULCH WILL NOT BE TOLERATED AND MAY RESULT IN DISCIPLINARY ACTION. MAKE CERTAIN THE MULCH OR STRAW IS NICE AND EVEN AND ISN'T SPREAD TOO THICK.

Learning Objectives: Spreading Mulch

- List the benefits of having a good layer of mulch in the landscape beds.
- Know and understand the steps / process for installing pine straw and mulch
- Know and understand the process for operating the bed edger.
- Understand what “too much” or “too thick” means
- Understand the importance of a smooth, “clump” free mulch bed.
- Understand how important it is that the beds are edge on the completion of every mulch job

Planting Trees & Shrubs

The benefits of trees and shrubs are endless. Most often we plant trees and shrubs to provide shade, beautify our landscapes and add value to the property.

Environmentally, trees improve air quality by filtering dust and pollutants such as carbon dioxide and ozone from the air we breathe, while providing the oxygen we need to survive. They reduce the amount of storm water runoff which reduces erosion and water pollution and helps in reducing the effects of flooding. They also have social benefits as well. The list goes on and on. Nevertheless, to achieve successful plantings it's vital to have a good understanding of what, when and how planting works. When planting trees and shrubs must consider the following:

1. Plant Selection
2. Timing of planting
3. Site Preparation
4. Planting techniques

Plant Selection

The designer should take into consideration things like plant size, shape and maintenance requirements; so, these are non-issues. However, as an installer, you must always be aware of plant quality and take the necessary steps to insure such. Never install plants with an unhealthy, weak, poorly formed appearance. Never install trees with double main leaders, cracked trunks, or clusters of branches. In addition, always look a leaf color and avoid installing shrubs with yellowing leaves. Finally, plants should be inspected for insects, diseases and human damage.

As an installer, it's important to recognize the health of the plant and all its parts. The appearance of the trunk, stems and leaves, are often a dead giveaway and most all the signs are listed above. The roots system must be checked. Healthy roots have tips that are generally light in color, older diseased roots are dark. In container plants, the root system should be well established holding the root ball intact. Avoid pot bound plants, or root bound plants. **Root bound plants are those in which a thick root mat has formed at the bottom of the container. Root bound plants often have large-diameter roots circling inside of the container wall.**



Although not as common and severe, plants may have received heat or cold damage. Often plants suffering from these issues will recover rather quickly.

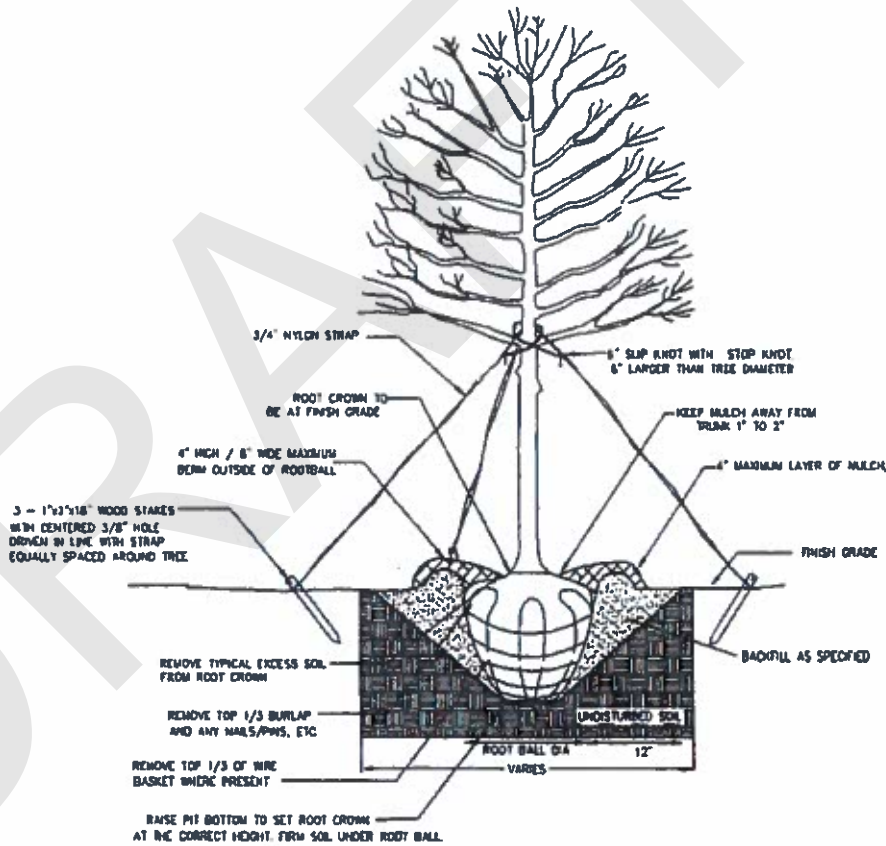
Timing

Trees and shrubs generally do best if planted in the early spring. Although some count extension agents believe that it's better to wait until early fall just before dormancy. Either way they are both good times to plant. In terms of the landscape and maintenance professional, you are at the mercy of the customer because it's ultimately their decision.

Planting Procedures

Planting and establishing plants is all about managing air and moisture in the soil. Manage these things correctly and plants will grow quickly.

The three most common causes of poor plant establishment are planting too deep, under watering, and over watering. Planting in compacted soil can also lead to very slow root development. Each of these problems can lead to plant loss, poor growth or a slow decline after planting. If plants are installed at the right depth and they are irrigated properly, they have a good chance of success.



Planting

When installing plant material in well-drained soil, dig the hole at least 12" – 18" wider than the root ball. Typically, about 6" - 9" wider on each side.

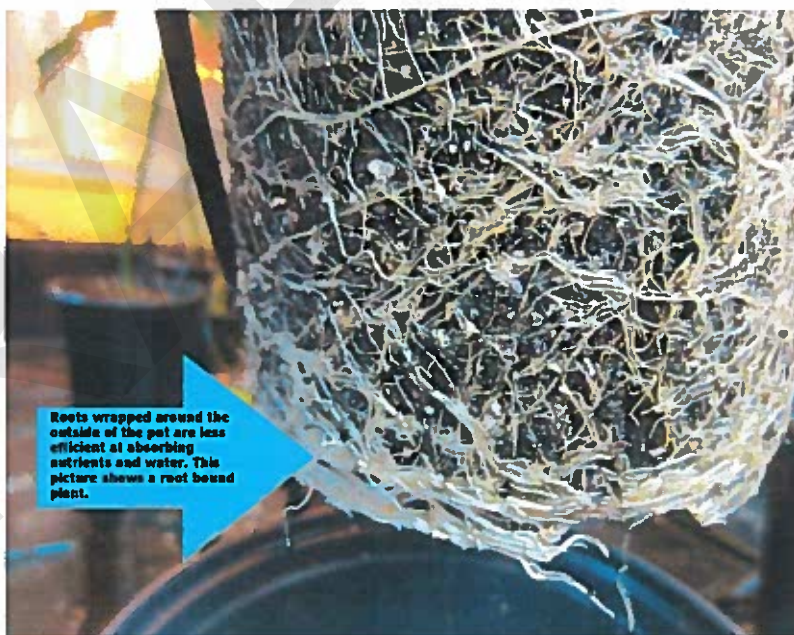
Dig the hole deep enough so that about 5 -7% of the root ball is ABOVE the original grade. Be certain that the bottom of the hole is FLAT and FIRM. This is insuring that the root ball does not sink once the round settles. **DO NOT DIG THE HOLE DEEPER THAN THE ROOT BALL**

When installing plant material in thick clay or heavy soils, dig the hole at least 18"-24" wider than the root ball and deep enough so that 7-10% of the root ball is above grade. In other words, leave a portion of the root ball exposed to air.

If the plant is root bound, this being indicated by long roots wrapping around the interior of the container. Cut the roots with a knife or blade, allowing them to reach out and grow in.

Back fill around the root ball with soil and gently firm it up. **Do not pack with tools, rather, water pack toughly to remove air pockets.** Once the packing is complete, mound the soil to cover the sides of the root ball as to hold water in place. Do not mound the soil on top of the root ball, but form a saucer like catch basin around the outer edge with a ridge of about 3" - 6" tall.

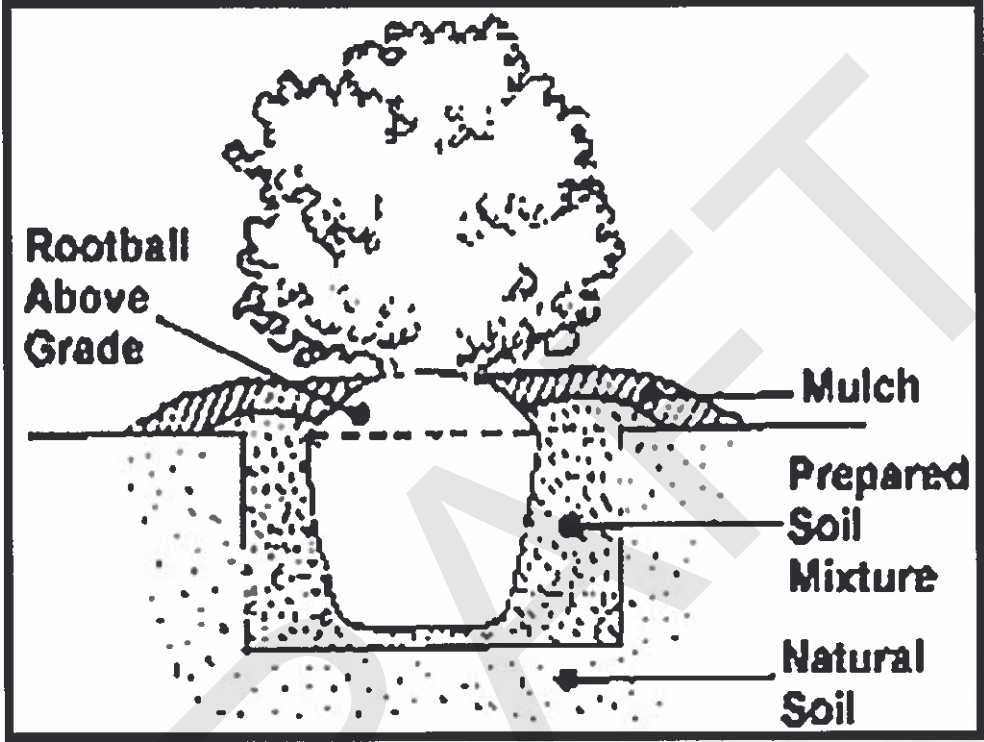
Be sure that when you are finished packing there is no landscape soil and little to no mulch placed on top of the root ball. (landscape soils and mulches can prevent water and air from penetrating the roots.)



NEVER PLACE ANY SOIL OVER THE ROOT BALL

When planting burlap trees or B&B as they are often called, remove as much of the wire, burlap, rope straps, and other ties as possible. At minimum, you should expose at least one half the entire top half of the root ball.

Staking: Most shrubs and trees installed in the landscape do not require support for stakes or guide wires. The trunks are strong enough to hold them firm in the soil. However, there are times when trees may benefit from staking as to keep the root ball stable so the new, fragile roots can safely grow in the new soil.



Installing Sod

Establish a Clean Slate: Treat the area

To get the very best results, it's best to start with a clean slate. Often, this means killing the existing turf and weeds on the desired site. To achieve this result, spray the desired area with a non-selective herbicide. At Esposito we use Kills All in a back-pack sprayer or spray truck. This herbicide enters the plant through the foliage and makes its way through the plant into the roots. One thorough treatment will usually completely kill your old lawn and weeds. It usually takes about 2 weeks to complete the killing process.



Remove the dead turf and weeds. A sod cutter is the recommended tool to use when removing an old lawn. In areas where the cutter cannot maneuver, manual methods must be employed. Once this is complete, it's best to rototill the soil to a depth of 4" – 6". This mixing process kicks up and rocks, old roots and debris that may be laying under the old turf area. In some instances, you may want to mix in soil conditioner (fine round pine bark) to loosen the soil making it easier for the roots to take hold.



Use a hard prong rake, rake up all rocks, roots and debris that may have surfaced because of rototilling. Begin to fine grade the area by breaking up large clods and remove any remaining debris. Fine grade by scraping across the surface to smooth uneven areas. Finished grade should be 1/2" below walkways, driveways, and/or patios. Please Note: Sod is uniformly machine-cut and will conform to any irregularities left in the grade.

Roll the soil to settle and firm to iron out irregularities. This will achieve an extra smooth surface and a flat lawn.

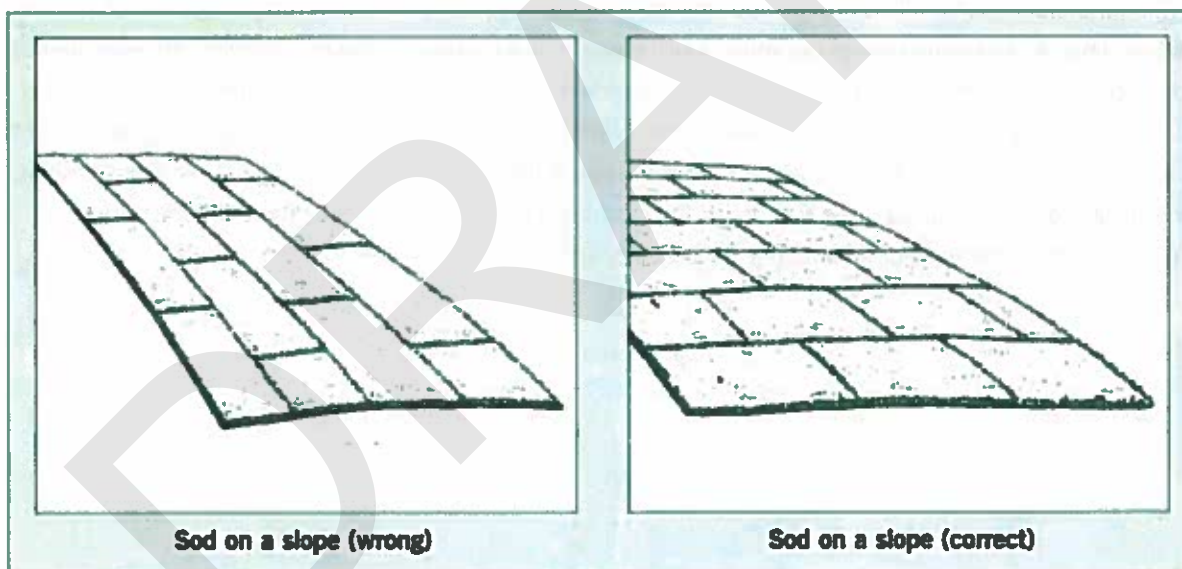
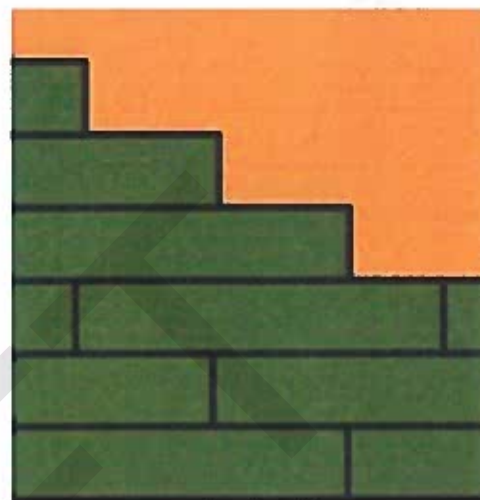


Notice: The area to the right is nice and smooth. The grade is 2-3' lower than the top of the sidewalk to accept the new sod... This is how it should look.

DRAFT

Installing Sod

Lay sod soon after it is delivered from the sod farm. The longer the sod sits on the pallet the more it will deteriorate. When the area being sodded slopes, start at the bottom and work toward the top. Lay the first strip of sod along a straight edge such as a driveway or sidewalk with subsequent strips placed parallel and tightly against the first. If there are only curves, lay the sod at right angles to the curve. In irregular areas, use a string to establish a straight line. Butt joints tightly to prevent root drying, but do not overlap. On the second row, stagger the joints as when laying bricks (*see pic*). Use a sharp knife or sod knife to cut sod to fit curves, edges, and sprinkler heads. Try to avoid short or narrow strips because they tend to dry rapidly. As a rule of thumb, don't use pieces less than 9 inches wide or 18 inches long. Always place trimmed pieces on the inside.



On steep slopes, peg both ends of the sod strip with wooden pegs or sod staples on the high side of each piece. You can remove any pegs after the turf has rooted and you can leave sod staples in the soil to biodegrade. When a conveniently large area is sodded (every $\frac{1}{2}$ pallet) initiate light watering to prevent drying. Continue to lay sod and water until installation is complete.



Lightly roll the lawn after installation (see pic). Rolling eliminates irregularities, removes air pockets, and establishes good contact between the sod and soil. You can use a variety of rollers, but the most common are filled with water. The goal is not to compact the soil but instead to gently press the sod to the soil.

As soon as the sod is installed and rolled, begin to thoroughly water it. Water the sod to keep it sufficiently moist, and then irrigate daily in the morning until the sod becomes well rooted, usually about 10 days after installation. You can check for rooting by grasping a corner of the sod and trying to pull it up. New roots will be white and older roots will be brown. Sod may take longer to root when temperatures are above (summer) or below (late fall and early spring) optimum. During warm, dry periods it may be necessary to water multiple times each day. After the sod is established, decrease the frequency and increase the amount of water per application. Most grasses are somewhat well rooted within 10 to 14 days if temperatures are optimal and the sod is kept moist. Irrigate dormant sod as needed to keep it moist despite the fact it is not actively growing. Lack of irrigation is the number one reason dormant sodding is unsuccessful. Monitor soil moisture throughout the winter until new roots develop in early spring.

Lawn Diseases

Brown Patch

Turf affected: All warm-season turf-grasses, especially St. Augustine grass and zoysia grass.

Symptoms: Circular brown areas up to 20 feet in diameter that can develop during cool, wet weather in spring or fall. Leaves will wilt and die, resulting in large brownish tan areas.

Disease occurrence: November through May



Gray Leaf Spot

Turf affected St. Augustine grass

Symptoms: it presents as oblong-shaped spots on grass blades. The spots are tan or yellowish and are frequently bordered with a dark brown ring. Heavily infested turf can look scorched or burned.

Disease occurrence: typically affects St. Augustine grass in the summer. Heavy rainfall and hot temperatures can produce an environment where turf stays wet for more than 16 hours

Gray Leaf is prevented and managed by watering in the early morning (giving grass time to dry during the day), applying fungicides, and avoiding overuse of nitrogen fertilizers.



Sod Web Worms



Bed- Work

- Weeding: All weeds, vines and unwanted / foreign plant material shall be removed by hand
- Trimming shrubs: Both selective and non-selective pruning shall be executed. All dead, diseased and unsightly wood/ stems shall be removed with hand snips. Plant material shall be dead headed and all spent seed pods shall be cut out.
- Debris Removal: All clippings, sticks, leaves and pine cones shall be removed. Landscape beds shall be left in their natural condition, only mulch and desired plant material present.

Ground - Work

- Edging: All hard surfaces shall be edged with a stick edger held at a 90-degree angle to the ground. If a bevel is present it shall be in the direction opposite the turf. Surfaces to be edged shall consist of the following (concrete, asphalt, plastic valve boxes, etc.)
- Edging: All landscape beds and tree circles shall be edged with either a stick edger or string trimmer held at a 90-degree angle.
 - Every effort shall be made to remove all runners present in the landscape bed.
 - Under no circumstance shall an edger be used over bare dirt.
- String Trimming: Trimmers shall be used around all obstacles, including but not limited to builds trees, walks, curbs, drives etc. Trimmer shall be used in all areas where a mower cannot safely maneuver. Extreme care shall be taken to as to not scalp the turf nor cut it lower than that of the mower.
- Ground Covers: All ground covers shall be trimmed and edged, including tree rings, with a string trimmer.

Mowing

- Mowing: All turf shall be mowed nice neat and even. No random shoots shall be present in the turf.
- Mower shall be driven in straight lines, alternate patterns shall be executed.
- Circular patterns shall only be used when mulching leaves and debris.
- Extreme Care shall be taken to prevent, ruts, tracks of dirt and mud on concrete and grass clippings being discharged into the landscape beds.

Blowing / Cleanup

- All concrete and asphalt areas, including porches, patios, and pool decks shall be blow off at the completion mowing.
- All crack weeds shall be sprayed
- Any build up of sand and dirt shall be removed with a shovel and or broom...
- All low trim limbs shall be cut
- All remaining debris that was not gathered up previously shall be gathered and disposed of.

Contract Managers

DRAFT

Key Personnel

Operations Officer: John Penn

John is a graduate of Mercer University in Macon Georgia and the Grandson of the late Dominic Esposito. John Represents the third generation of Esposito in the Tallahassee area and has been with his uncle's company for almost 10 years.

Starting as the quality control supervisor, he has served as lawn maintenance department head and is now the operations officer for the lawn maintenance, landscaping and irrigation departments. In addition, John is hands on with the Lawn Maintenance Department as he is responsible for ½ of the crews.

Serving under James Jennis, Chief Operations Officer for the entire company, he has implemented policies and procedures that ensure the consistent delivery of services and improve customer service. Since 2012, the lawn maintenance department has grown from 8 crews to 20.

Department Head: Norris Leland

Norris has served Esposito Garden Center for over 20 years. As the longest tenured Lawn Maintenance employee, he has served in every position making him an expert with all the duties and procedures associated with the department.

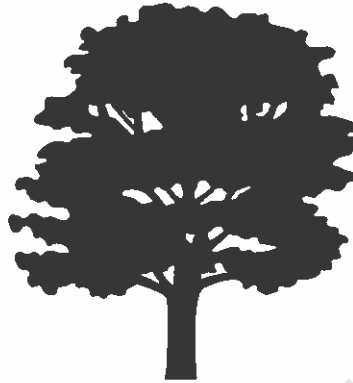
Norris has a reputation for being firm and fair and is widely respected by everyone within the Esposito organization. In addition to reputation within the company, Norris has maintained relationships with customers that date back over 15 years. He is personally responsible for over one million dollars in contracts, including some of groups 1 and 2 of Leon county work.

As department head, Norris is responsible for the ½ of the personnel and with John Penn the two men ensure the proper execution of Esposito's duties and responsibilities.

Employee Code of Conduct

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ESPOSITO GARDEN CENTER



EMPLOYEE HANDBOOK

AMENDED JUNE 2019
ALL PREVIOUS VERSIONS ARE NULL AND VOID
PLEASE SIGN BACK PAGE UPON RECEIPT

2743 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308
www.espositogardencenter.com

(850) 386-2114
FAX (850) 385-6291

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WELCOME TO ESPOSITO NURSERY, INC.

Esposito Nursery, Inc. is a customer oriented, retail garden center located on almost fifteen acres. From this location, we strive to offer our customers the finest products and services connected with our garden center, nursery and production/greenhouse in Havana, Ace Hardware, power equipment sales and small engine service and a full service florist on the Teleflora network. Away from the garden center location, we provide landscape, irrigation, lawn maintenance, lawn and ornamental fertilization and pest control services. Our newest undertaking is creating an online presence with our new website (www.espositogardencenter.com) and our Facebook presence. But with all this said, the most important element of this tremendous undertaking is our people, the Esposito Team, and that's you.

You will help produce our product, no matter what role or position you are in; whether you are selling, preparing or installing. You will be working with all types of people, both customers and fellow team members. Your job may require that you do some routine work or perhaps some new and unusual things. If anyone told you that it was all fun and easy, you had better take another look. Your position on our team, whatever it may be, is giving service to the customer, which is a highly disciplined field.

When we all work together as a team, it adds up to maximum work enjoyment, with a minimum of frustration. This handbook was designed to assist you in understanding how we do things here at Esposito's.

Actually, we would prefer to get along with no rules, but as our team grows, we have listed here many of the rules and information that you will need to know. This information assures that our teamwork is not affected by misunderstanding. This Handbook is only a guideline and may be changed as our business demands. The rules and policies contained in this handbook are subject to revision and is not in any way a complete list of rules and policies. Disciplinary actions will be on a case-by-case basis.

Welcome. Have fun. Learn a lot!

JOINING OUR TEAM

PERSONNEL CLASSIFICATION

It takes many different people, working many different schedules to make things run smoothly, but nearly everyone is classified in one of the following two (2) major categories:

- FULL-TIME: Employed in an established job on a full-time basis working at least thirty-two (32) hours per week.
- PART-TIME / PART-TIME SEASONAL / FULL-TIME SEASONAL: Regularly scheduled to work 8-20 hours per week. During period of expanded company workload, you may be called on to work additional hours. This does not change your status to Full-Time. Your status changes to Full-Time only when the position becomes an established full-time position.

Part-Time and Seasonal employees are not eligible for full-time benefits including Vacation, Sick Leave and Holiday Pay. If a Part-Time or Seasonal Employee is re-classified as Full-Time Regular, they will be considered as a new hire and their probationary period will start from the re-classification date.

ANNIVERSARY DATE

Your anniversary date is defined as your first day of work. It is used for a variety of reasons, such as performance evaluation and qualifying for various benefits provided by Esposito's. Your anniversary date will change only if your employment date is broken by resignation or termination and you are rehired at a later date. In this case your probation period starts again and you will have to qualify for various benefits again.

GET ACQUAINTED (PROBATIONARY) PERIOD

All new employees will be on a six (6) month probationary status. This gives both you and the company a chance to get to know each other and decide if we meet each other's expectations regarding employment. You may be released at the sole discretion of Esposito's management at any time during your probationary period.

During this time, supervisors will monitor your performance. It is always important to "get off on the right foot", so pay particular attention to our policies and procedures. This is the time to learn! If you are working in the store: be sure to pay attention and learn about the different plants, sods and chemicals. If you are working in Lawn Maintenance or Landscaping: pay attention and learn the proper way to plant, maintain and care for sod and plants. If you have any questions, please don't hesitate to ask your supervisor. An unsatisfactory review may result in your termination.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Esposito's to be fair and impartial in relation to our employment and applicants without regard to race, religion, color, age, sex, sexual orientation or marital status. We will also make all employment decisions without discrimination on the basis of disability, provided that the applicant or employee is qualified to perform the essential functions of the job, with reasonable accommodations by Esposito's (if necessary), and as long as any such accommodation can be made without undue hardship to Esposito's.

PERFORMANCE REVIEWS

All employees will receive a performance review at the completion of their probationary period and at periodic intervals thereafter. This review is very important because it gives you and your supervisor the opportunity to discuss your performance and future goals.

These evaluations may be used as the basis for retention, promotions, transfers and wage and salary increases. Evaluations are a permanent part of your record. An evaluation does not automatically mean a wage/salary increase. Evaluations may also

be performed as a training guide to help you improve and become a more valuable asset to our team.

The person/persons who directly supervise you will evaluate your performance. In some cases, other supervisors may join in evaluating your work, as appropriate.

Factors which will be directly related to any salary increase are: your performance, attendance record, disciplinary warnings, commendations, date and amount of last increase and your salary in relation to your position of responsibility.

PROMOTIONS AND TRANSFERS

Esposito's has a policy of "promotion from within" whenever possible. We strive to promote employees to higher-level positions when qualified employees are available. Transfers must be approved by the supervisors of both departments affected, and be in the best interest of the company, as well as the employee.

TERMINATION OF EMPLOYMENT

We sincerely hope that your employment will be long and mutually rewarding. Circumstances change however, and situations may dictate your employment with Esposito's must be ended. Generally, we recognize five (5) circumstances of termination.

- Either the employee or employer can initiate termination during the probation period at any time. Termination after the probationary period, by the employer, may be for something as simple as a need to reduce the work force and would thereby leave the employee eligible for re-employment at a future date.

- Resignation by the employee: Employees are expected to give a minimum of 2 weeks notice. Managers, Supervisors and Department Heads are expected to give a minimum of 30 days notice. (See the rules of vacations and sick leave)

- Leave without notice is defined as not reporting to work nor calling your supervisor for two (2) consecutive working days. Should this occur, you will be considered as having abandoned your position and will result in the forfeiture of accrued benefits, such as vacation hours, normally paid upon termination.
- Due to our Drug Free Workplace policy a positive result or refusal to take a drug test may be cause for termination.

DISCIPLINARY CHECKLIST

This list is not intended to be all-inclusive. Esposito's reserves the right to discharge employees without notice on other grounds if, in the judgment of Esposito's management, the quality of workmanship or the efficient operation of the company is being impaired.

Depending on the circumstances and the employee's record, the following are examples of misconduct, which could result in such disciplinary action as verbal warning, a written warning, suspension without pay, or discharge:

- Leaving a work area during work hours without permission.
- Failing to carry out duties and responsibilities. Performing work of substandard quality or quantity after proper orientation and training.
- Using equipment, materials or supplies in a careless or wasteful manner.
- Deliberately concealing another employee's misconduct or inadequate performance.
- Loafing during work hours, or loitering around Esposito's properties before or after work hours.

- Failure to adhere to the Attendance/Tardiness Policy. Excessive absence and/or lateness in reporting to work.
- Failing to begin or resume work at the scheduled starting time; stopping work before the scheduled quitting time.
- Discourtesy to customers, visitors, other employees or other people affiliated with Esposito's.
- Gambling on duty.
- Mishandling, abusing, destroying or defacing property belonging to Esposito's, other employees or our customers.
- Threatening, intimidating, or coercing fellow employees or other people affiliated with Esposito's.
- Fighting, pushing, shoving and any kind of physical abuse, even when no injuries result.
- Violating safety rules or doing anything that creates a safety hazard.
- Failure to report promptly an accident or job-related injury.
- Smoking in non-smoking areas or while fueling vehicles or equipment.
- Excessive absences and/or lateness.
- Unauthorized personal use of Esposito's supplies or equipment, including using Esposito's phones for personal use.
- Failure to adhere to Esposito's Dress Code (wearing uniforms).

- Failure to follow instructions, including refusal to work overtime when requested by your supervisor.
- Failure to attend classes, programs, or meetings as required by your supervisor.
- Theft, which is also subject to prosecution.
- Refusal to submit to a random drug test.
- Use of personal Cell Phones during work hours.
- Making and receiving excessive personal phone calls (excessive to be defined by Management)
- Personal use of Company computer equipment without consent of supervisor or in store.

DISCIPLINARY ACTIONS

Relatively few of our employees ever require disciplinary action. When disciplinary action is deemed necessary, the type of discipline is determined by the nature and circumstances of the violation.

Discipline may include verbal warnings, written warnings, suspension and termination.

- **WARNING:** A verbal or written warning will be issued when violation by an employee does not at that time warrant suspension or discharge. Such warnings are considered serious matters, however, and every warning, written or verbal, is documented and becomes an official part of an employee's personnel record.
- **SUSPENSION:** More serious conduct or repetition of a previous offense for which a warning has been issued may result in disciplinary suspension without pay.

- **DISCHARGE:** An employee may be discharged without prior warning for serious and/or repeat offenses. These offenses may be offenses for which he/she has or has not already been disciplined using warnings and/or suspensions. These include, but are not limited to, illegal actions such as stealing, drug / alcohol use or accidents involving company vehicles.

TERMINATION CHECKLIST

The following are examples of the types of actions for which you may be discharged without prior notice or warning.

- **INSUBORDINATION:** including (but not limited to) open defiance of instructions from your supervisor, or the use of abusive, profane, or threatening language toward any supervisory personnel.
- Willful failure to follow instructions, procedures and policies, whether through procrastination, deliberate disobedience or neglect.
- Having in one's possession an opened or concealed firearm or other weapons while on the premises.
- Coming to work under the influence of alcohol, un-prescribed narcotics or drugs. Using or possession of drugs or alcohol while on Esposito's property or in Esposito company vehicles, or reporting to work with any obvious trace of such materials in your system. Refusing to be tested if there is reasonable suspicion that you are under the influence of such substances.
- Sleeping during working hours.

- Jeopardizing the health or safety of customers or employees through neglect of duty or blatant action.
- Deliberately mistreating a customer through the use of abusive language.
- Assaulting a customer or fellow employee while employed with Esposito's.
- Forging, altering or deliberately falsifying any document, authorization, record, or time record (including clocking in or out for another employee or recording another employee's time) that is to be used by Esposito's as a master time record for pay distributions.
- Falsifying reasons for time off or for the purpose of securing paid benefit time or reimbursement.
- Stealing money, property, and/or the unauthorized personal use of property that belongs to Esposito's or fellow employees.
- Deliberately destroying or abusing property that belongs to Esposito's, fellow employees or customers.
- Deliberately interfering with or delaying the work of other employees.
- Engaging in unlawful or indecent conduct while employed by Esposito's during or outside regular work hours.
- Absence for two (2) consecutively scheduled workdays without making proper notification to the employee's supervisor, in accordance with department call-in procedures.

- Numerous violations of rules of conduct not limited to one type of offense, but rather to multiple infractions.

- Conduct unbecoming an employee of Esposito's.

The above lists are not all-inclusive, and Esposito's reserves the right to discharge or discipline employees on other grounds.

It is the policy of Esposito's that employees receiving corrective actions must sign the documentation. An employee's signature on a corrective action form is in no way to be construed as admission of guilt or agreement of write-up. Rather it is proof that the employee has gone over the corrective action and knows about the problem. If the employee refused to sign the form, acknowledging receipt, that refusal should be documented on the form and signed by the supervisor. The employee may also be disciplined, using separate documentation, for insubordination in refusing to sign depending on the circumstances. The employee has the right to write their own comments on the disciplinary form.

YOUR WORK WEEK

Esposito's workweek begins with the open of business on Wednesday morning and ends with close of business the following Tuesday.

Paychecks are distributed on a bi-weekly basis (every two weeks), on Thursday, after 4:00 pm.

No paychecks will be released to anyone other than the individual they are made out to unless we have signed authorization from the employee and picture identification for the person authorized to pickup the check.

TIME CARDS

Your time cards, either manual or electronic, are the means by which you receive your pay and they are therefore your responsibility to keep them current and correct. If you know that there is an error on your time it is your responsibility to report it. Manual - report it to your immediate supervisor. Electronic - The discrepancy must be put in writing and turned into the HR / Payroll office. Electronic time clock is to be checked by you for errors on your last scheduled work day of the week. Any changes are to be immediately put in writing and sent to the payroll office.

Be sure to clock in and out every day you work. This includes all lunches and breaks. Any employee scheduled for 7 hours or more is required to clock out for lunch. Crews working away from the nursery will automatically be docked time for lunch unless your supervisor notifies bookkeeping differently. If for any reason you were unable to clock in or out on a given day, take your time card to your supervisor for the correction and their initials. Without their initials and corrected time, the card is considered incomplete and will result in the before-mentioned delays. No one else should sign your time card or clock in or out for you under any circumstances. Falsification of your time card or allowing someone other than yourself to clock in for you are cause for immediate dismissal. Only your supervisor is to write on your time card.

Anyone who does not clock in and out will be shorted the hour's not accounted for, and forfeit payment for those hours until the following pay period when they can be accounted for. All new employees are to be entered into the computer before they can begin employment. This means all forms must be turned into the Human Resource Department or your pay may be delayed.

The following payroll deductions will be made as well as any others required by law:

1. FICA-Federal Social Security and Medicare Taxes. FWT-Federal Income Tax
2. Court Ordered Wage Assignments (includes Court Ordered Child Support)
3. Deductions for damaged or lost tools.
4. All purchases made during that pay period and charged to your account.
5. Unexplained cash shortages over \$10.00.

OVERTIME

We believe that time off for leisure is important, so you will be required to work overtime only when necessary. If you are paid on an hourly basis, you will receive overtime pay for work over forty (40) hours per week. If you use the computer time clock, it is your responsibility to make sure you do not go over 40 hours unless approved. Unapproved overtime may be grounds for disciplinary action.

Unless your supervisor specifically authorizes you, you are not permitted to work overtime. If there is an exception to this provision, your supervisor will discuss it with you. Your supervisor has the authority to schedule overtime; you are expected to work it if and when scheduled.

PAY INCREASES

Pay increases are based upon various factors. They include your ability to perform your job at a high level, your attitude toward fellow workers, supervisors, and customers, as well as your attendance record. You will receive periodic reviews or evaluations from your supervisor concerning pay increases; however, no increases are guaranteed nor is there a definite time table. If you have any questions concerning raises or increases, ask your supervisor.

QUESTIONS ABOUT YOUR PAY

If you have any questions about the way in which your hours of pay have been calculated, you should notify your immediate supervisor. Your supervisor will investigate your questions with the Payroll Department. If an error has been made by the company, a correction will be made the following day, or on your next paycheck, with your permission. If the error is due to an oversight on your part (such as failing to properly record your time or get paid time off such as sick leave, vacation, holidays, etc. approved by your supervisor) then the appropriate corrections will be made on your next paycheck.

EMPLOYEE BENEFITS SERVICES AND PRIVILEGES

TIME OFF

Every position at Esposito's is important and we are depending on you. If you don't report for your shift, other employees are forced to stand in for you, thus causing their workloads to increase until you return.

As in any business, situations occasionally arise which might cause you to miss work once in a while. It is extremely important that should an occasion occur which prevents you from coming to work that you phone at least one hour before your shift begins to let your supervisor know you will be absent. This allows your supervisor time for personnel and schedule changes. Should your supervisor not be available when you call, be sure to get the name of the person you left the message with. This is important because if your supervisor does not get your message or you fail to call in before your shift begins, you might lose the benefit of a paid day. This is your personal responsibility and no one else's.

SICK LEAVE

All full-time employees begin accruing sick leave the day they begin work. Your sick leave time is based on 4 hours per month, totaling 48 hours per year. Although different departments work a different number of hours per day, a sick day is paid at even hours only. This Sick Leave Policy provides for pay continuation for specific time periods to eligible employees who are ill or injured and unable to work or who are caring for ill or injured family members or other individuals of personal significance to the employee. This policy also may be used if the employee is unable to work due to his or her own medical/dental appointments. Under no circumstance for hourly employees will sick leave pay be used to enable you to get paid for make-up hours that you did not work because of scheduling, weather conditions, long lunch breaks, tardiness or early departure from work. Employees cannot be paid more than 40 hours in a week with a combination of hours worked and sick time. For example: If you worked 36.5 hours and were sick a day you would only be paid for three (3) hours sick of sick pay. Keep in mind that sick pay is only paid if it is approved by your Supervisor. If your Supervisor does not sign off of the requested sick pay time, no sick pay time will be paid.

- Sick days that you earn in the first six (6) months of your employment with the company cannot be used until the end of the probationary period.
- There is no provision for payment of sick leave upon separation from the company.
- We recommend sick leave be saved for serious illness.
- Time not used will carry forward to the next year.
- If you give notice to terminate your employment you may not take sick time during the notice period.

Your supervisor can require you to provide a physicians certificate for an illness that results in your absence from work for more that two (2) days.

LEAVE OF ABSENCE

A request for a leave of absence must be made through your supervisor.

There are three (3) kinds of leave, none of which are guaranteed.

1. Medical Leave: If your leave is for personal illness or injury that extends beyond three (3) working days, it is your responsibility to regularly inform your supervisor of your progress and when you expect to return to work. Failure to keep your supervisor aware of your medical condition or failure to return to work after being released by your physician may result in your termination. Accumulated sick leave may be used as long as your supervisor issues proper authorization. If the medical leave is to be for an extended period, the HR / Payroll department can help you fill out the FMLA (Family Medical Leave Act) forms.
2. Personal Leave: A leave may be granted to you if you have a special reason or circumstance. Normally, this leave may not exceed two (2) days and is subject to approval by your supervisor. Jury duty and employees called for military service will be granted personal leave. However, this type leave would be unpaid unless you have accumulated vacation time.

3. **Bereavement Leave:** Full-time employees who suffer a death in their immediate family will be granted time off to attend the funeral, up to three (3) days. This leave may be paid through use of sick leave or vacation time, if properly authorized by your supervisor, or may be unpaid.

HOLIDAYS

Esposito's recognizes three (3) paid holidays. The three holidays are Christmas, Easter and Thanksgiving. Your supervisor can let you know which holidays apply to you.

An employee must be scheduled for a regular shift on the day of a holiday to be eligible for holiday pay. Example: if you are normally scheduled to work on Thursday, you would be paid for Thanksgiving Day. If you are normally off on Thursday you would not be paid for Thanksgiving. Furthermore, all full-time employees are eligible for holiday pay only after completion of the six (6) month probationary period, provided they work their regularly scheduled shift prior to and immediately following this holiday. All full-time employees will be paid eight (8) hours for a holiday. Part-time and seasonal employees are not eligible for holiday pay.

When a holiday falls within an employee's vacation period, an additional day will be added to your vacation if the holiday is on your normal working day.

VACATIONS

Having time off is important to everybody. A full-time employee begins accruing vacation time the day they start their job. Your vacation time is based on the number of straight time hours (not overtime) that you work from your hire date to the end of a twelve-month year or on your anniversary date. Full-time employees receive up to forty (40) hours paid vacation at the end of the first year to the end of the fifth year and eighty (80) hours after the completion of the sixth year. Employees completing twenty (20) years of service will receive one hundred twenty (120) hours vacation time each year. Maximum consecutive hours of vacation time may not exceed eighty (80) hours. Anniversary dates for vacation may be extended if the employee has missed more than seven (7) consecutive working days in that year.

- Part Time and seasonal employees are not eligible for vacation pay.
- Vacation pay will be paid out upon termination only if the employee has given proper notification of their intent to terminate their employment.

A year is a very long time to work without some time off to recharge your batteries, rest, relax and handle personal matters. Therefore, Esposito's encourages everyone to take vacation time off each year equivalent to one week.

Vacation must be scheduled at least 21 days in advance with your supervisor so arrangements can be made to cover your shifts until you return. An employee not returning on the designated date will lose paid vacation time or risk possible termination. Talk with your supervisor about any questions you might have concerning your vacation.

As with most businesses, we have our peak seasons. Your supervisor may not approve your requested vacation days because of these peak seasons or scheduling demands.

Vacation and sick leave are benefits provided to you by the company to compensate you for time off. Therefore you must have taken the time off to be paid. Below are examples of how the leave is to be handled:

- You cannot work and also receive vacation pay for the same day. As an example you cannot work January 14th and be paid vacation leave for January 14th.
- Vacation wages earned will be paid in the same pay period that you take the time off. You cannot be paid in advance for vacation days.
- Combination of hours worked and vacation/sick hours in a week's time cannot be over 40 hours. For example: If you are taking a vacation day and have already worked 36 hours you will only be paid for 4 hours vacation.

PENSION PLAN

Full-time employees are eligible to participate in our profit sharing plan after they have met their first year anniversary. However, you are not vested in the plan until you complete (5) years of employment. After your fifth year, if you should leave the company, you will be eligible to be paid your vested amount due after three (3) consecutive years of non-employment. Details about the profit sharing plan may be obtained from the Comptroller.

EMPLOYEE DISCOUNTS

The company wants to express its appreciation for your efforts by extending to you certain discount privileges for being an Esposito's employee. You will receive the following discounts:

- Funeral - 10% over cost on materials plus labor
- Wedding - 20% over cost on material plus labor
- Plants - 30% off retail
- Christmas Items (excluding collectables) - 25% off retail
- Hard Goods (excluding sod, pine straw and bulk items) - 15% off retail
- Florist (excluding wire-outs) - 15% off retail

Always let the salesperson know prior to your purchase that you are also an employee so that your discount can be included in the transaction. You must have your employee number if it is to be taken out of your pay check. Amount of discount is subject to change without notice at the discretion of the company. Employee spouses can also receive the employee's discount. No other family members or friends are eligible.

Sales receipts for items purchased should be kept for verification purposes when leaving the property. Any improper use of these discount privileges or not having proper receipts will result in disciplinary action, not excluding termination.

You must be pre-approved for any large purchases that you want deducted over several paydays. See your supervisor or the bookkeeping office to gain this approval.

Items on "sale" will cost the employee the sale price or the appropriate discounted price (off regular retail), whichever is less. Discounts are not given off sale price.

EDUCATION AND TRAINING

Many departments within our organization require their employees to attend continuing education meetings and seminars. The purpose of these training sessions is to orientate new employees to our policies and procedures, as well as remind, keep fresh and update long term employees.

It is very important that each team member strives to learn as much as they can especially if his/her goal is advancement within our company. Unless otherwise stated, employees will be paid for these meetings.

WORKER'S COMPENSATION INSURANCE

Esposito's provides insurance under the State Worker's Compensation Law to cover on-the-job injuries of Esposito's employees.

Immediate reporting of work-related accidents and injuries are necessary to assure your coverage under Worker's Compensation. If you immediately report your accident or injury, you will be covered for medical and hospitalization charges within the limits of the law. Additionally, if you have to miss work because of an on-the-job injury, the Worker's Compensation provides limited disability benefits after a specific number of calendar days of lost time. During this "waiting" period, you may use sick days, if you have any, up to seven (7) days, to cover your absence. Drug testing is required for all on-the-job injuries. If you have any questions concerning your Worker's Compensation Insurance coverage, contact your supervisor.

All accidents that happen in the workplace must be reported immediately to your supervisor or other management team member. An Accident report must be filled out and given to human resources.

STANDARDS OF CONDUCT

ATTENDANCE AND PUNCTUALITY

You have already been advised of the importance of attendance and punctuality in the previous section Average Day. Absenteeism not only affects customer service but also the working conditions of fellow employees. Therefore, we place a high premium on attendance and punctuality (Being on the job when you are scheduled to be there).

There are three (3) types of absences:

1. **Scheduled and pre-approved day off:** This is an absence from work that was requested, approved and scheduled in advance of a scheduled shift start. This absence may be paid (sick leave or vacation) or unpaid
2. **Unscheduled day off:** This absence from work is not planned, but the employee properly notified the appropriate supervisor before that employee's shift begins (sick, emergency, car breakdown etc.)
3. **Unscheduled and unapproved day off:** Known as a "No Show". This absence is the most serious because the employee fails to make any contact or notification with his/her supervisor before the shift begins. It causes undue hardship on fellow employees and effects customer service. No employee will be paid sick pay or vacation for a "No Show".

Employees who call in sick, in a timely manner, will be granted accrued time they have accumulated.

All requests for additional time off, without pay, require the specific advanced approval of the supervisor. Supervisors may authorize time off without pay in consideration of the nature and validity of the employee's request, the individual's job performance record, and the existing workloads.

VIOLETIONS OF ATTENDANCE

A violation of attendance is described as any unauthorized absence or an absence where an employee did not call in in a timely manner.

Excessive absenteeism is defined as:

1. Four occurrences in a three month period
2. Ten occurrences in one year
3. Patterns of occurrences tied to days off
4. One occurrence listed as "No Call No Show"

If an employee has an occurrence of two consecutive scheduled work days without notice or excuse, termination for job abandonment may be implemented.

TARDINESS

Employees will be considered late for work when they fail to clock-in and arrive at their respective department five (5) minutes after the start of a scheduled shift.

Employees will be considered excessively late when the employee:

1. Is late twice during one week
2. Has been late four times during a month
3. Has been late 12 times in six months

In cases cited above, job counseling and/or disciplinary action may be taken.

DRUG AND ALCOHOL POLICY

Esposito's is committed to protecting its employees and customers and to providing the highest caliber of service. Studies have confirmed that the presence of any amount of alcohol or habit-forming or illegal drugs in your system can affect your judgment, reaction time, memory and motor skills even where impairment is not readily apparent.

RULES

Esposito's, as a condition of initial and continued employment, requires all employees to report to work and perform their duties without the use of alcohol, illegal or habit-forming drugs. Possessing, selling or buying illegal narcotics or other drugs or alcohol present in his or her system while on Esposito's property during normal working hours will be subject to dismissal. Likewise, employees may not report to work with any trace of such materials in their system. Employees should advise their immediate supervisor if they are taking prescription and nonprescription medications, which might adversely affect their safety and work performance.

TESTING

All prospective employees will submit to a drug screen as a condition of their employment. Esposito's reserves the right to require all employees to submit to test, when appropriate, to determine the presence of drugs or alcohol. Employees will be

subject to testing when Esposito's has reasonable suspicion to believe that an employee has violated this Drug and Alcohol Policy. Esposito's reserves the right to implement testing for:

1. Job Applicants
2. Reasonable Suspicion
3. Routine fitness for duty
4. As a follow-up measure for any employee involved with Employee Assistance or a drug/alcohol rehabilitation assignment.
5. When an employee is involved in an incident which caused, or could have caused, injury or property damage and may have been due to drugs or alcohol.
6. Random testing periodically done by lottery.

INVESTIGATIONS

Where Esposito's has reasonable suspicion of a violation, the company reserves the right to search desks, cabinets, lockers, tool boxes, vehicles, bags, or any other property or locations where employees are performing their duties.

DISCIPLINE

Violation of these rules, including testing positive, will subject you to discipline, including discharge. Refusal to cooperate with the company in any test, search, or investigation, can result in disciplinary action.

SMOKING

Smoking is not allowed on Esposito's property. Smoke breaks are permitted only during the employee's lunch break and only if the employee is off of the property during the lunch break. Smoking is not allowed in any Esposito vehicle or on any Esposito job site. Employees found to be smoking in violation of this policy will be subject to disciplinary action.

SCHEDULES

Esposito's is a seven (7) day a week operation and our schedules are made to fit the needs of our customers. So your schedule may be a little unusual at times, but remember that the work has to be done. Your supervisor will try to be fair in making your schedules. We will schedule as our business and workloads demand and no work schedule is considered permanent. All employees are expected to work assigned shifts, including holidays and weekends as required. You are expected to be at your work location and ready to work at the start of your shift as scheduled.

TRANSPORTATION

Reliable transportation to and from work was an important factor in your selection for employment. It is your responsibility to maintain your vehicle, keep up with the public transportation schedules or arrange for rides to and from work. This will be done so it does not interfere with your shift.

PARKING

Please help everyone by parking in the assigned areas. Remember that our customers come first; without them, we would not have jobs or reason to park here.

Employees are to park in the parking lot in front of Esposito's. Please park in the section closest to Capital Circle. The front lot, closest to the store, is for our customers and for their convenience. The area beside and behind the building and in the rear company compound or next to the shop is a no parking zone. Employee's who park in restricted areas will be towed at their expense.

MEALS

Everyone needs a break to relax and help maintain their enthusiasm. All full-time employees will be required to take an unpaid lunch break. Employees who work here at the main property will clock out at the beginning of their lunch and back in at the completion as they are headed back to their work location. These employees have the option to leave the property in their personal vehicles during their lunch or bring a lunch. Employees who work away from the property will not clock in and out for lunch, but will instead be docked the appropriate time by bookkeeping (see time card). These employees may likewise bring a lunch from home to eat at the jobsite or may use the company vehicle they are assigned to travel to a nearby restaurant or store (within 2 miles). If a greater distance is required, employees should check with their supervisor before breaking this guideline. Under no circumstances is a company vehicle to be used by employees for personal business without permission from the owners of this company. Lunch breaks are required by law, so anyone working six (6) or more hours will be docked.

TELEPHONES AND CELL PHONES

We have already touched on how personal calls disrupt the business of the day. Please ask your friends, family and personal business contacts not to call you at work unless it is a true emergency. Employees who cannot follow this guideline, will be given written notice and be subject to disciplinary action, not excluding termination. Employees may not make "outgoing" personal calls on company time unless it is a true emergency.

Personal cell phone use, including texting, is not allowed in company vehicles and you will be held financially and legally responsible for any traffic accident or fine that results from using your personal cell phone. Calls on company cell phones, while driving, are to be kept very short or you are to safely pull vehicle over to finish call.

Please observe that personal cell phones are to be limited in the retail store areas. You are not to accept a call while waiting on customers and calls are to be extremely limited in duration. This has become an increasing problem with our productivity, workplace safety and our availability to serve our customers. It is apparent that no one can work with a phone to his or her ear even for a short call. One exception to this rule is those employees

who use their personal cell phone for business and employees that have been assigned a company cell phone. We cannot neglect customer satisfaction with personal cell phones calls or text messages.

DRESS CODE

When you start your employment with Esposito's, you will be given uniforms that go with the department you are working in. You are responsible to wear your uniform every day you are on the schedule to work. Unless you work for a department that supplies cleaning services for your uniform (spray, shop) you will be responsible for keeping your uniforms clean. If your uniform gets damaged or worn you are to request a replacement from the office staff.

Proper footwear is considered as part of your required dress code and is important to protect your feet and ankles. Open-toed shoes, sandals or flip-flops are not allowed to be worn while working in any of our departments. Check with your supervisor what type of footwear is allowed in your department.

If you show up to work not in uniform or in a damaged/dirty uniform you may be told to go home and change. If you are told to go change you are to clock out, change and return promptly. Violation of dress policy may be cause for disciplinary action.

COMPUTERS

Employees are not allowed to use sales floor computers for any personal reasons. Some sites are prone to have viruses and malware that can do extreme damage to our company if our financial data is corrupted. All cash register, floral and shop computers are off limits to anyone that is not authorized by accounting. Violation of this rule can result in disciplinary action including dismissal.

The rules and guidelines in this handbook are meant to help the employees know what is expected of them and what they can expect of Esposito's. Esposito's has the right to amend or change any part of this handbook at any time. Abiding by these guidelines will lead to everyone having a more enjoyable and productive work experience.

DRAFT

Drug Free Workplace Policy

DRAFT



DRUG FREE WORKPLACE

HANDBOOK

FOR

EMPLOYEES

OF

ESPOSITO LAWN & GARDEN CENTER

DRUG-FREE WORKPLACE COMPANY POLICY

Recognizing that substance abuse (including alcohol) is a detrimental problem facing society, this company will do the best we can to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure the company will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs; however, illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who abuse drugs and/or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.

Legal Drug: Includes prescribed drugs and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for a purpose other than as prescribed.

This company's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, this company shall establish and maintain the program and rules set forth below, under Florida statutes 440.101 and 440.102.

A. **Post-Offer Job Applicant Screening**

This company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has a confirmed positive drug test result; he/she forfeits his/her eligibility for employment.

B. **Current Employee Screening**

This company will conduct drug and/or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be a condition of continued employment that all employees submit to a drug and/or alcohol screen in accordance with the provisions listed below. This company may suspend employees without pay, under this policy, pending the results of a drug and/or alcohol test or investigation.

1. **Reasonable Suspicion Testing**

"Reasonable suspicion testing" means drug and/or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of the employer's policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and/or alcohol use.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and/or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work related accident, which requires medical treatment, above and beyond first-aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post-accident alcohol test may apply. The employee must report for testing to the designated collection site within 24 hours of the accident, if the drug and/or alcohol collection is not performed following treatment. Failure to do so will be considered a refusal to test, resulting in immediate termination.

3. Routine Fitness-for-duty

This company must require an employee to submit to a drug test IF the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of this company's established policy OR that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty testing will be notified in writing and be required to sign a routine fitness-for-duty consent form.

4. Return to work and Follow-up drug testing

If an employee in the course of employment voluntarily enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, this company must require the employee to submit to a drug and/or alcohol test as a follow-up to such program. Follow-up testing must be conducted at least once a year for a two (2) year period after completion of the program. Advanced notice of a follow-up testing date must not be given to the employee to be tested.

5. Random Testing

This company may conduct random drug testing, as stated in Florida Statutes 440.102. A third-party company designated by this company will generate a computerized random list of employees who would be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests.

C. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee using, selling, purchasing, possessing, soliciting or distributing illegal drugs and/or unauthorized alcoholic beverages on company property or company business will be in violation of this policy, resulting in immediate termination of employment. Any employee who has a confirmed positive drug and/or alcohol test, as determined under Florida Administration Codes 59A-24 listed below, will be subject to the company disciplinary action, as outlined in the company Employment Acknowledgment Agreement Form.

Table of Positive Drug Levels In Urine

Drug to Be Tested For:

<u>Drug</u>	<u>Initial</u>	<u>Confirmation</u>	<u>Drug</u>	<u>Initial</u>	<u>Confirmation</u>
Alcohol (blood)	.04 g/dL	.04 g/dL	Barbiturates	300 ng/ml	150 ng/ml
Amphetamines	1,000 ng/ml	500 ng/ml	Benzodiazepines	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml	Methaqualone	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml	Methadone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml	Propoxyphene	300 ng/ml	150 ng/ml
Phencylidine	25 ng/ml	25 ng/ml			

Any employee who has a confirmed positive drug and/or alcohol test may forfeit eligibility for medical and indemnity benefits under Florida's Worker's Compensation Law (Florida Statutes 440.101 and 440.102) and may also forfeit unemployment benefits, under Florida law.

2. Refusal to Test

Any employee who refuses to submit to a required drug and/or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and/or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and/or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits under Florida's Worker's Compensation Law (Florida Statutes 440.101 and 440.102) and will also forfeit unemployment benefits under Florida law.

D. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this Rule, in determining compensability under Chapter 440.101 & 440.102 FL. Statutes.
2. Employers, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.
The consent form must contain, at the minimum, the following:
 - a. The name of the person authorized to obtain the information.
 - b. The signature of the person authorizing release.
 - c. The purpose of the disclosure.
 - d. The duration of the consent.
 - e. The precise information to be disclosed.
3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.
4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the company or its agents defense in a civil or administrative matter.

E. Prescription and Non-Prescription Medications

This company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer both prior to and after the drug or alcohol test. No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

F. Drugs To Be Tested For: Common and Chemical Name

Over-the-counter and prescription drugs which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) ethyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphetamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc.) Marinol (Dronabinol, TEC).

COCAINE: (coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, qualude, optimil, parest) Not legal by prescription.

OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitusin AC, Guituss AC, Novahistine DM, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.

BARBITURATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolphine, Methadose

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

This company will test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

G. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results. If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to Chapter 440 F.S., or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

H. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the Medical Review Officer and the sample shall be retained by the laboratory until the case is settled.

I. Laboratory Assistance

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results which could have been caused by prescription or non-prescription medication taken by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication.

J. Employee Protection

1. Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and/or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.
2. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another AHCA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.
3. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.
4. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the presence or absence of HIV antibodies in that person's body fluids.
5. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.
6. This company may not discharge, discipline or discriminate against an employee solely on the employee's voluntary seeking of treatment while employed by the company for a drug-related incident, if the employee has not previously tested positive for the drug, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program.

K. Investigation

To ensure that illegal drugs and alcohol do not enter or affect the workplace, this company reserves the right to search all vehicles, containers, lockers, or other items on this company's property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon this company's request. Searches will be conducted only where this company has reason to believe that the employee has violated this company's substance abuse policy. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to this company's premises. Searches of an employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched. Because the primary concern is the safety of its employees and their working environment, this company will not normally prosecute the employee in matters involving illegal substances. However, this company will turn over all confiscated drugs to the proper law enforcement authorities. Further, this company reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

L. Collective Bargaining Rights

This policy does not eliminate the bargaining rights of any employee covered under any collective bargaining agreement between this company and any certified labor organization as provided in the collective bargaining process, if applicable.

M. AHCA (Agency for Health Care Administration) Certified Testing Laboratories and MRO

This company uses only AHCA certified testing laboratories and AAMRO Certified Medical Review Officers.

For information concerning laboratories and medical review officer services please contact:

Total Compliance Network/South Atlantic Testing Services * (954) 677-1200 * 5440 NW 33rd Avenue, Suite 106, Ft. Lauderdale, FL 33309

N. Employer Protection

This policy supersedes any information provided to applicants and/or employees, either written or oral. This company reserves the right to change provisions of this policy and testing program at any time in the future.

O. Drug Referral Services and Support Groups

Nationwide:

National Drug & Alcohol Treatment and Referral Hot-line: 1-800-662-4357, Confidential information on treatment, self-help, and support programs for drug users.

State of Florida:

Operation Par (Par Outpatient Counseling)
10901-C Roosevelt Boulevard, Suite 1000
St. Petersburg, Florida 33716
(813) 577-5812

Sarasota Memorial Hospital
1700 S. Tamiami Trail
Sarasota, Florida 34239-3555
(813) 953-1783

Southwest Fl. Addiction Services
2101 McGregor Blvd
Fort Myers, Florida 33901
(813) 337-4411

Tri-County Addictions Rehabilitation
1831 N. Crystal Lake Drive
Lakeland, Florida 33803
(813) 667-0333

Tampa Metro Treatment Center
5202 East Busch Blvd
Tampa, Florida 33617
(813) 980-3260

Alcohol & Drug Abuse (S.D.A.P)
451 Riverside Drive
Stuart, Florida 34994
(407) 286-8933

Central Fl. Substance Abuse
1048 A. Dixon Blvd
Cocoa, Florida 32922
(407) 631-4578

Columbia Lawnwood Pavillion
1870 North Lawnwood Circle
Fort Pierce, Florida 34950
(561) 466-1500

Savannas Hospital
2550 S.E. Walton Road
Port St. Lucie, Florida 34952
(561) 335-0400

Charter Counseling Center of Brooksville
12120 Cortez Blvd.
Brooksville, Florida 34613
(352) 596-4420

Center for Life Enrichment
11820 Beach Blvd.
Jacksonville, Florida
(904) 642-6680

Charter Woods Counseling Center
700 W. 23rd. Street, Suite 54
Panama City, Florida 32405
(904) 769-3252

Care Center for Mental Health
1205 4th. Street
Key West, Florida 33040
(305) 292-6843

Transitions
1928 N.E. 154th. Street
N. Miami Beach, Florida 33162
(800) 626-1980

Beachcomber
4493 N. Ocean Blvd.
Delray Beach, Florida 33483
(561) 734-1818

Fort Lauderdale Hospital
1601 East Las Olas Blvd.
Fort Lauderdale, Florida 33301
(954) 463-4321

Mental Health Assoc. of Central Fl.
608 Mariposta Street
Orlando, Florida 32801
(407) 843-1563

Lake Wales Drug Awareness Council
P.O. Box 7432
Lake Wales, Florida 33859-2432
(813) 676-1949

Life Stress Behavioral Center
P.O. Box 491000
Leesburg, Florida 34719-1000
(352) 787-9178

Bowling Green Treatment Center
2727 Capital Medical Blvd.
Tallahassee, Florida 32301
(904) 877-7790 / (800) 243-9007

Columbia Behavioral Health Center
3130 S.W. 27th. Avenue
Ocala, Florida 32674
(352) 237-7293

P. Educational Material On Substance Abuse

WHAT IS SUBSTANCE ABUSE?

Substance abuse is the harmful and dangerous use of alcohol and/or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Professionals. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries and/or feelings of inadequacy.

Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and/or it makes me feel confident. The truth is, you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substance abuse is a major factor in half of all divorces. It contributes to domestic violence, child abuse and sexual abuse. Working with substance abusers can be unpleasant and dangerous. Substance abuse destroys work performance, resulting in reduced productivity, motivation, quality of work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that it will go away if you ignore it. *It will only get worse.* The first thing you must do is accept the fact that abusing drugs and alcohol is like playing with fire- it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance programs (EAP 's) that refer you to professionals and groups to help you with your problem. They also provided information about insurance coverage for treatment. These programs are voluntary and confidential! No one can make you go or hold it against you if you do go. Your company realizes that anyone who is willing to seek help deserves the company's support. Another source for help is your *phone book*. Look in the yellow pages for Health Organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. *Encourage* those who need help to get it, at work or in the community. One of the most effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL - Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. **Do You:**

*lose time from work due to drinking? *want to drink in the morning? *have trouble sleeping? *drink to feel more confident or outgoing?*feel easily frustrated?*find you are overanxious or oversensitive? *blame others for your problems? *drink alone? *let family or job responsibilities slide? *forget what happened when you're drinking? *find you have lost weight? *find your mind is not working quickly *have violent mood swings

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem.

Admitting that you have a problem is the first step. The best place to start solving it is by contacting Alcoholics Anonymous. An AA group is as close as your phone book. *Alcohol* is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1-1/2 ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years. **Other Effects:**

*greatly impaired driving ability *reduced coordination and reflex action *impaired vision and judgment *inability to divide attention *lowering inhibitions *overindulgence (hangover) can cause: *headaches, nausea, dehydration, unclear thinking, unsettled digestion and/or aching muscles.*

MARIJUANA - Marijuana is also known as "grass", "pot", "weed", "Mary Jane", "herb", "a joint" and "a roach", among the other street names.

Fact: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. *Marijuana* alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities.

Other Effects:

*increased pulse rate and blood pressure *rapidly changing emotions and erratic behavior *altered sense of identity
*impaired memory *dulling of attention *hallucinations, fantasies and paranoia *reduction or temporary loss of fertility

COCAINE - is a stimulant drug, which increases heart rate and blood pressure. As a powder, *Cocaine* is inhaled (snorted), ingested, or injected. It is known as "coke", "snow", "nose candy" and "lady". *Cocaine* is also used in a free- base form known as "crack" or "the rock" which is smoked. It acquired its name from the popping sound heard when it is heated. **Fact:** Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive substances known today. The crack "high" is reached in 4-6 seconds and last about 15 minutes. The most dangerous effects of crack is that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-included heart attack. Since the heart regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed- leading to death.

Other Effects:

*impaired driving ability * anxiety *reduced sense of humor *accelerated pulse, blood pressure and respiration mood swings* heightened, but momentary, feeling of confidence, strength and endurance *paranoia, which can trigger mental disorders in users prone to mental instability *repeated sniffing/snorting results in irritation of the nostrils and nasal membrane *compulsive behavior such as teeth grinding or repeated hand washing

AMPHETAMINES - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are " speed", "uppers", "black beauties", "bennies", "wake ups", "football" and "dexies".

Fact: People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. **Other Effects:**

*loss of appetite *irritability, anxiety, apprehension *increased heart rate and blood pressure *difficulty in focusing eyes *exaggerated reflexes *distorted thinking *perspiration, headaches and dizziness *short term insomnia

OPIATES - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are "horse", "hard stuff", "M", "brown sugar", "Harry" and "Mr. H".

Fact: Heroin, also called "junk", or "smack", accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used. **Other Effects:**

*reduced vision, impaired driving ability *change in sleeping habits, drowsiness followed by sleep *constipation, decreased physical ability *short-lived state of euphoria, possible death

PHENCYCLIDINE (PCP) - also called "angel dust", "rocket fuel", "super kools" and "killer weed" was developed as a surgical anesthetic in late 1950's. Later due to it's unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

Fact: *PCP* is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. *PCP* scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of *PCP* produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other Effects:**

*impaired driving ability *drowsiness *thick, slurred speech *blank stare *involuntary eye movement *perspiration *repetitive speech patterns *incomplete verbal responses

COMBINATIONS OF DRUGS - The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.

Workplace Safety Program

DRAFT

ESPOSITO NURSERY INC.

WORKPLACE SAFETY PROGRAM



SUMMIT LOSS PREVENTION SERVICES

CORPORATE OFFICE *Florida*

PO Box 989 • Lakeland, FL 33802-0988 • 863-665-6060 • 1-800-282-7648 • Fax 863-665-3546

SOUTHEAST REGION *Georgia, Indiana, Kentucky, North Carolina, South Carolina, Tennessee*

PO Box 600 • Gainesville, GA 30503-0600 • 678-450-5825 • 1-800-971-2667 • Fax 863-665-3546

SOUTHWEST REGION *Alabama, Arkansas, Louisiana, Mississippi, Texas*

PO Box 80439 • Baton Rouge, LA 70898-0439 • 225-926-3264 • 1-800-421-2944 • Fax 225-926-4026

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Section 1 Management Commitment and Involvement

Policy Statement

The management of this organization is committed to providing a safe and productive work environment and to fostering the well-being and health of its employees. It is the policy of this organization that employees report unsafe conditions and work-injuries, and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. Such reports will not result in retaliation, discrimination, penalty or other disincentive.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against any employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and may ultimately result in termination of employment.

The primary responsibility for the coordination, implementation and maintenance of our workplace safety program has been assigned to:

Name: Debbie Suggs

Title: Human Resource Manager Phone (850) 386-2114

Senior management will be actively involved with employees in establishing and maintaining an effective safety program. Our safety program coordinator, members of our management team or I will participate with you or your department's employee representative in ongoing safety and health program activities, which include:

- Promoting safety committee participation.
- Providing safety and health education and training.
- Reviewing and updating workplace safety rules.

This policy statement serves to express management's commitment to and involvement in providing our employees a safe workplace. This workplace safety program will be incorporated as the standard of practice for this organization. Compliance with the safety rules will be required of all employees as a condition of employment.

Signature of CEO/President Date

Section 2 Safety Committee Safety Committee Organization

A safety coordinator and/or a safety committee has been established to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee consists of an equal representation of supervisory and nonsupervisory members of our organization.

Safety Program Coordinator Nonsupervisory Employee Member
Supervisory Employee Member Nonsupervisory Employee Member
Supervisory Employee Member Nonsupervisory Employee Member

Responsibilities

The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee will be responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, any inspection findings and employee reports of unsafe conditions or work practices, in addition to accepting and addressing anonymous complaints and suggestions from employees.

The safety committee will also be responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The safety committee will be responsible for assisting management in evaluating employee accident and illness prevention programs, and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

Safety committee members will participate in safety training and will be responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

In a very small company, a safety coordinator can be appointed as the responsible party to satisfy the committee requirements for the Workplace Safety Program Premium Credit.

Meetings

Safety committee meetings are held quarterly or more often, if needed. The safety program coordinator will post the minutes of each meeting within one week of each meeting.

Section 3 Safety and Health Training

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee has access to a copy of this safety program, through his or her supervisor, for review and future reference. Each employee will be given a personal copy of the safety rules, policies and procedures pertaining to his or her job. Supervisors will ask questions of employees and answer any employee questions to ensure knowledge and understanding of safety rules, policies and job-specific procedures described in our workplace safety program manual.

All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

All training will be documented, and records are maintained.

Job-Specific Training

- Supervisors will initially train employees on how to perform assigned job tasks safely.
- Supervisors will carefully review with each employee the specific safety rules, policies and procedures that are applicable and that are described in the workplace safety manual.
- Supervisors will give employees verbal instructions and specific directions on how to perform the work safely.
- Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices or remedial instruction to correct training deficiencies before an employee is permitted to perform the work without supervision.
- All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
- Supervisors will review safe work practices with employees before permitting the performance of new, non-routine or specialized procedures.

Periodic Retraining of Employees

All employees will be retrained periodically on safety rules, policies and procedures, and when changes are made to the workplace safety manual.

Individual employees will be retrained after a work-related injury caused by an unsafe act or work practice, and/or when a supervisor observes employees displaying unsafe acts, practices or behaviors.

Section 4 Safety Inspections

Due to the wide variety of tasks performed throughout the organization, safety inspections must be extensive; yet detailed.

The safety inspection checklists on pages 6-8 are to be utilized to check:

- Equipment safety mechanisms and guards
 - PTO safety switch
 - Operator safety switch
 - Debris deflection guards
 - Muffler covers
 - Blade guards
- Trailer lighting (brake lights, turn signals)
- Trailer ramp assistants (spring loaded door assists)
- Uniforms
 - Foot wear
 - Hi-visibility vests
 - Safety glasses
 - Ear protection

In the event that a piece of equipment fails to pass the inspection, it is take to the department mechanic for immediate repairs.

Should an employee fail to have the proper safety equipment, they must be offered a spare, or disallowed work until the proper equipment is obtained.

In addition to random and scheduled safety checks, bi-monthly, departmental safety meetings are held. These meetings discuss various safety topics such as ladder and lift use as well as safety gear for the employees, how to avoid bee stings, heat exhaustion and other hazardous work conditions.

Section 5 Preventive Maintenance

Preventive maintenance is a schedule of planned inspections to prevent breakdowns and equipment failures before they happen. Inspections should be performed at regularly scheduled times.

Preventive maintenance programs can help avoid most equipment failures. Provide regular equipment maintenance to prevent breakdowns that can create hazards.

Preventive and regular maintenance should be documented and tracked to completion.

During preventive maintenance, workers can document damage or wearing of parts or equipment to repair or replace parts *before* they cause a failure or injuries.

Without a preventive maintenance program, you could lose productivity, and costs may escalate.

Small Equipment Maintenance Checklist

Date: _____

Trailer # _____

Color _____

Small Equipment	Checked / Replaced / Maintenance							
	Fuel	Air Filter	Carburetor	Spark Plug	Body / Housing	Grease	Blades / String	Other
Weed Eater								
Weed Eater								
Weed Eater								
Edger								
Edger								
Long Hedge								
Short Hedge								
Medium Hedge								
Blower								
Blower								
Blower								
Chain Saw								
Pole Saw								

Fire Extinguisher

YES	NO
-----	----

First Aid Kit

YES	NO
-----	----

Notes

6

Equipment Maintenance Checklist

Date: _____

Trailer # _____

Color _____

Mowers	Maintenance		
	Checked	Replaced	Description / Notes
Blades			
Deck			
Frame / Forks			
Air Filter			
Oil Filter			
Oil			
Spark Plugs			
Belts			
Hydraulics			
Pumps			
Tires			
Tire Pressure			
Fuel System			
Other			

Push Mower	Maintenance		
	Checked	Replaced	Description / Notes
Blades			
Deck			
Frame / Forks			
Air Filter			
Oil Filter			
Oil			
Spark Plugs			
Belts			
Fuel			
Bagger			
Other			

Push Blower	Maintenance		
	Checked	Replaced	Description / Notes
Propeller			
Frame			
Housing			
Air Filter			
Oil Filter			
Oil			
Spark Plugs			
Fuel			
Other			

7

Truck & Trailer Maintenance Checklist

Truck# _____ Mileage: _____ Date: _____
 Trailer # _____ Year: _____

Truck	Maintenance		
	Checked	Replaced	Description / Notes
Air Filter			
Oil Filter			
Oil			
Spark Plugs			
Hoses			
Belts			
Tire Pressure			
Coolant / Antifreeze			
Battery Fluid			
Tires Tread			
Breaks			
Washer fluid			
Windshield Wipers			
Steering Fluid			
Transmission Fluid			
Head lights			
Break Lights			
Grease			
Fuel System			
Other			

Trailer	Maintenance		
	Checked	Replaced	Description / Notes
Lights			
Tires			
Axel			
Grease			
Fenders			
Door Cables			
Door Assembly			
Walls			
Floor			
Equipment Racks			
Other			

Notes: _____

Serviced By: x _____

8

Esposito Lawn Maintenance

Beginning of the Day Procedures

Esposito Lawn Maintenance Manual -- Pages 54-55

Account

Manager: _____

Date: _____

Policy / Procedure		Crew 6	Crew 9	Crew 50	Crew 56	Crew 57	Crew 58	Crew 60
	Truck:							
1	Check Oil							
2	Check Water / Antifreeze Level							
	Trailer:							
1	Check lights - do they work correctly							
2	Check door cable - is it satisfactory (both cables present)							
3	Conduct Inventory - Is all assigned equipment present (machines & hand tools)							
4	Check oil in mowers - are all oil levels satisfactory							
5	Start ALL equipment - is it working correctly / running satisfactory							
	Men:							
1	Uniform check - All men have a clean uniform (no holes or stains) - Blue Shirt & Kaki Pants							
2	Belt Check - All men are wearing a belt							
3	Hand snip Check - All men have their hand snips on their person							
4	Safety Vest & Glasses: All men have their safety vest and their safety glasses (on their person)							

Account Manager: X

I here by confirm that I have checked the crews listed above for the items and tasks specified herein. By marking a check in the boxes above, I confirm that the indicated crew meet all requirements in accordance with the Esposito Lawn Maintenance Manual.

9

Esposito Lawn Maintenance

End of the Day Procedures

Esposito Lawn Maintenance Manual -- Pages 55 - 56

Account

Manager: _____

Date: _____

Policy / Procedure		Crew 6	Crew 9	Crew 50	Crew 56	Crew 57	Crew 58	Crew 60
Truck / Cleanliness								
1	Check The back of the truck (truck bed) is clean -- All sticks, leaves, debris, and trash is dumped in its appropriate place.							
2	Check the interior of the truck is clean -- All paper, cups, bottles, and trash is removed - the interior is blown out and the inside of the truck is neat and orderly.							
Trailer / Equipment								
1	Conduct Inventory -- Check that all equipment, including the sprayer and all hand tools are accounted							
2	Check Mowers -- All are blown clean, all pulleys, decks, air filters, and engines are free of grass clipping and dust							
3	Check Trailers (inside) - All are neat and orderly, all tools are hanging in there place. The trailer floor is free of all trash and has been blown clean.							
4	Trucks are park in their assigned spot and there are only hand tools in the back of the truck (the sprayer is locked up).							
Supplies & Gas								
1	The crew has gotten all gas, equipment and supplies needed for the next working day							

Account Manager: _____ x

I hereby confirm that I have checked the crews listed above for the items and tasks specified herein. By marking a check in the boxes above, I confirm that the indicated crew meet all requirements in accordance with the Esposito Lawn Maintenance Manual.

Section 6

First-Aid Procedures

Emergency Contact Information

- Poison Control: (800) 222-1222
- Fire Department: 911 or (850) 891-6600
- Police: 911 or (850) 891-4200
- Human Resources: Debbie: (850) 386-2114
- First-Aid Response: 911
- Patients First: 3401 Capital Cir NE, Tallahassee, FL 32308

Minor First-Aid Treatment

First-aid kits are kept in all service vehicles. If you sustain an injury or are involved in an accident requiring minor first-aid treatment:

- Inform your supervisor.
- Administer/Have someone administer first-aid treatment to the injury or wound.
- If a first-aid kit is used, indicate usage on an accident investigation report.
- Provide details for the completion of an accident investigation report.

Note that access to use of a first-aid kit is not intended to be a substitute for medical attention.

Nonemergency Medical Treatment

For nonemergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid:

- Inform your supervisor.
- Proceed to the medical facility posted above. Your supervisor will assist with transportation, if necessary.
- Provide details for the completion of an accident investigation report.

Emergency Medical Treatment

If you sustain a severe injury requiring emergency treatment:

- Call for help and seek assistance from a coworker.
- Use the emergency telephone numbers and/or call 9-1-1. Administer first-aid treatment to the injury or wound until emergency personnel arrives.
- Provide details for the completion of an accident investigation report.

FIRST-AID INSTRUCTIONS

In all cases requiring emergency medical treatment, immediately call 9-1-1 or have a coworker call to request emergency medical assistance. Be sure to use required blood-borne pathogen procedures while administering first aid.

Wounds

Minor: *Cuts, lacerations, abrasions or punctures*

- Wash the wound using soap and water; rinse it well.
- Cover the wound using a clean dressing.

Major: *Large, deep and bleeding wounds*

- Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
- Keep pressure on the wound until medical help arrives.

Broken Bones

- Do not move the victim unless it is absolutely necessary.
- If the victim must be moved, splint the injured area. Use a board, cardboard or rolled newspaper as a splint

Burns

Thermal (Heat)

- Rinse the burned area without scrubbing it and immerse it in cold water.

Do not use ice water.

- Blot dry the area and cover it using sterile gauze or a clean cloth.

Chemical

Immediately flush the exposed area with cool water for 15 to 20 minutes.

Eye Injury

Small particles

- Do not rub your eyes.
- Use the corner of a soft clean cloth to draw particles out, or hold the eyelids open and flush the eyes continuously with water.

Large or stuck particles

- If a particle is stuck in the eye, do not attempt to remove it.
- Cover both eyes with a bandage.

Chemical

Immediately irrigate the eyes and under the eyelids with water for 30 minutes.

Neck or Spine Injury

If the victim appears to have injured the neck or spine or is unable to move an arm or leg, do not attempt to move the victim unless it is absolutely necessary.

Heat Exhaustion

- Loosen any tight clothing that may be on the victim.
- Give the victim *sips* of cool water.
- Make the victim lie down in a cooler place with feet raised.

Section 7 Accident Investigation Accident Investigation Procedures

An accident investigation will be performed by a supervisor at the location where the accident occurred. The safety coordinator is responsible for ensuring that an accident investigation report is being filled out completely and that any recommendations are addressed. Supervisors will investigate all accidents, injuries and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any additional employee injuries.
- Review the equipment, operations and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues to the accident's cause(s).
- Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- Complete the accident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training.

DRAFT

Incident and Injury Report

To be completed by the injured employee

Claim number

Name	Hire date	Age	Sex
Street	City	State	Phone
Describe your injury			
Describe, in detail, what you were doing and what happened when the incident occurred. (Attach additional sheets if needed.)			
Employee signature			Date

To be completed by supervisor, manager, safety professional, etc.

Time and date of incident	Date reported	Injured employee's job title	Years of job experience	
Injury source <input type="checkbox"/> Animal bite/scratch <input type="checkbox"/> Burn <input type="checkbox"/> Caught in/between <input type="checkbox"/> Chemical exposure <input type="checkbox"/> Cut or laceration <input type="checkbox"/> Manual material handling <input type="checkbox"/> Motor vehicle accident <input type="checkbox"/> Slip, trip, fall <input type="checkbox"/> Struck by or against <input type="checkbox"/> Workplace violence <input type="checkbox"/> Other:	Body part(s) affected <input type="checkbox"/> Head <input type="checkbox"/> Eye(s) <input type="checkbox"/> Ear(s) <input type="checkbox"/> Back/neck <input type="checkbox"/> Arm/shoulder <input type="checkbox"/> Hand/finger <input type="checkbox"/> Chest/torso <input type="checkbox"/> Leg/knee/ankle/foot <input type="checkbox"/> Lung(s)	Relevant training received		
		Subject	Date	
Location of incident	Nature of injury	PPE required	Used	
Type of incident <input type="checkbox"/> First Aid <input type="checkbox"/> Medical treatment <input type="checkbox"/> Lost work day(s) <input type="checkbox"/> Fatality <input type="checkbox"/> Near-miss	Witnesses		Yes No <input type="checkbox"/> <input type="checkbox"/>	

7

Accident Analysis

To be completed by supervisor, manager, safety professional, etc.

Describe the incident, in detail, as determined by investigation. (Attach additional sheets, if needed.)

Root cause analysis

1. Identify all contributing factors.
2. For each, ask "Would the incident have happened if this particular factor was not present?"
If the answer is "No," then it is a root cause (RC).
3. For nearly every incident, there are multiple root causes/contributing factors

Yes = CF
No = RC

Manpower	CF	RC	Material	CF	RC	Management systems	CF	RC
Failure to follow procedure/rule			Defective tool/equipment			Not properly trained		
Failure to use proper PPE			Improperly guarded equipment			Poor housekeeping		
Improper use of tool/equipment			Not properly trained			No/poor procedure		
Horseplay			Poor lighting			Ineffective communication		
Distracted/breakdown of awareness			Poor ventilation			No/poor job planning		
Fatigue/stress/frustration			Environmental (weather, temp, animal)			Heavy workload/tight schedule (real or perceived)		
			Poor design/layout			Long/unusual work hours		

Corrective actions

Action	Due date	Person/department responsible

Supervisor Date Manager Date Safety professional Date

Incident Witness Statement

Name of Injured employee	Date of Incident
Name of witness	Date of statement

Were you in the area when the incident occurred? Yes No

Did you see the incident happen? Yes No

If "Yes" to either of the above, describe what you observed in detail

How can a similar incident be prevented in the future?

Was an injury reported as a result of the incident? Yes No

Have you ever heard the injured employee ever complain of a similar injury or illness? Yes No

Are you aware of any previous injuries/incidents, on or off the job, that the employee has had? Yes No

If so, describe.

I affirm that the above information is complete and accurate to the best of my knowledge.

Witness signature

Date

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Section 8 Record-keeping Procedures

The safety coordinator will control and maintain all employee accident and injury records. Records are maintained for a minimum of five (5) years and include:

- Accident Investigation Reports, see Section 7, page 17
- Workers' Compensation First Report of Injury or Illness
- Log and Summary of Occupational Injuries and Illnesses as required by OSHA's Record-keeping Regulation, 29 CFR 1904.2:
 - OSHA Form 300 (Rev. 1-2004): Log of Work Related Injuries and Illnesses
 - OSHA Form 300A (Rev. 1-2004): Summary of Work Related Injuries and Illnesses
 - OSHA Form 301: Injury and Illness Incident Report

Employers must post the Summary (300A) in a visible location so that all employees can be made aware of the injuries and illnesses that occurred in their workplace.

If you have more than one location, you must post the Summary at each physical location. For more information, please visit www.osha.gov/recordkeeping.

Section 9 Safety Rules, Policies and Procedures

These safety rules have been prepared to protect you in your daily work. Employees must follow these rules, review them often and use good common sense in carrying out assigned duties.

These safety rules shall include both general workplace safety rules and job-specific safety rules.

Housekeeping

1. Use caution signs/cones to designate slippery areas.
2. Do not store or leave items on stairways.
3. Return tools to their proper storage places after using them.
4. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment, such as fire extinguishers or fire alarms.
5. Do not place materials, such as boxes or trash in walkways and passageways.
6. Do not use gasoline for cleaning purposes.
7. Mop up water around water fountains, drink machines and ice machines.

General Lifting Procedures

1. Test the weight of the load before lifting by pushing the load along its resting surface.
2. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
3. Never lift anything if your hands are greasy or wet.

4. Wear protective gloves when lifting objects with sharp corners or jagged edges.
5. When lifting:
 - Face the load.
 - Position your feet 6 inches to 12 inches apart with one foot slightly in front of the other.
 - Bend at the knees, not at the back.
 - Keep your back straight.
 - Get a firm grip on the object using your hands and fingers. Use handles when available.
 - Hold the object as close to your body as possible.
 - Lift smoothly and gradually; do not jerk the load.
 - If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
 - Set down the object in the same manner as you picked it up, except in reverse.
 - Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.

Ladders and Stepladders

1. Read and follow the manufacturer's instruction label affixed to the ladder, if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads or other visible damage.
3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
5. Allow only one person on the ladder at a time.
6. Do not stand on the top two rungs of any ladder.
7. Do not stand on a ladder that wobbles or leans to the left or right of center or is crooked.
8. Do not try to "walk" a ladder by rocking it. Climb down the ladder and then move it.

Climbing a Ladder

- a. Face the ladder when climbing up or down it.
- b. Do not carry items in your hands while climbing up or down a ladder.
- c. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.

Fueling Vehicles Safely

1. Turn the vehicle off before fueling.
2. Do not smoke while fueling a vehicle.
3. Wash hands with soap and water if you spill gasoline on them.

Driving Rules

1. Shut all doors and fasten your seat belt before moving the vehicle.

2. Obey traffic patterns and signs at all times.
3. Maintain a three-point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicles.
4. Do not leave keys in an unattended vehicle.
5. Avoid cell phone use while driving.
6. Do not text and drive.

OFFICE PERSONNEL

General Office Safety

1. Do not place material such as boxes or trash in walkways and passageways.
2. Do not throw matches, cigarettes or other smoking materials into trash baskets.
3. Do not kick objects out of your pathway; pick them up or push them out of the way.
4. Keep floors clear of items such as paper clips, pencils, tacks or staples.
5. Straighten or remove rugs and mats that do not lie flat on the floor.
6. Mop up water around water fountains and drink machines.
7. Do not block your view by carrying large or bulky items; use a dolly or hand truck or get assistance from a fellow employee.
8. Store sharp objects, such as pens, pencils, letter openers or scissors, in drawers or with the points down in a container.
9. Carry pencils, scissors and other sharp objects with the tips pointing down.
10. Use the ladder or step stool to retrieve or store items that are located above your head.
11. Do not run on stairs or take more than one step at a time.
12. Keep doors in hallways fully opened or fully closed.
13. Use handrails when ascending or descending stairs or ramps.
14. Obey all posted safety and danger signs.

Furniture Use

1. Open only one file cabinet drawer at a time. Close the filing cabinet drawer you were working in before opening another filing drawer in the same cabinet.
2. Use the handle when closing doors, drawers and files.
3. Put heavy files in the bottom drawers of file cabinets.
4. Do not tilt your chair on its back two legs while you are sitting in it.
5. Do not stand on furniture to reach high places.

Equipment Use

1. Do not use fans that have excessive vibration, frayed cords or missing guards.
2. Do not place floor fans in walkways, aisles or doorways.
3. Do not plug multiple electrical cords into a single outlet.
4. Do not use extension or power cords that have the ground prong removed or broken off.
5. Do not use frayed, cut or cracked electrical cords.
6. Use a cord cover or tape down cords when running them across aisles, between desks or across entrances or exits.

Local Business Certification

DRAFT

Equipment

DRAFT

Esposito Lawn Maintenance --

Trucks			Trailers			Mowers			B.
Make/ Model	Year	Truck #	Make/ Model	Year	Number	Mower #	Make	Type	Mak
Ford F150	2012	21	Look	2005	10	10	Ferris	WB	Stil
Ford F150	2008	16	Pace American	2002	56	11	Ferris	WB	Stil
Ford F150	2006	51	Spartan	2016	14	16	Ferris	ST ON	Stil
Nissan Titan	2000	6	Spartan	2016	22	18	Ferris	WB	Stil
Ford F150	2002	7	Spartan	2017	60	19	Ferris	WB	Stil
Ford F150	2002	12	Anderson	2000	4	23	Ferris	ST ON	Stil
Ford F150	2002	3	Anderson	2000	24	30	Ferris	WB	Stil
Ford F150	2008	11	Shivers	2018	51	33	Scag	Riding	Stil
Ford F150	2002	14	Hual Mark	2003	7	34	Ferris	WB	Stil
Ford F150	2008	4	Haul Mark	2003	3	35	Ferris	EVO	Stil
Ford F150	2008	24	Look	2015	50	36	Ferris	WB	Stil
Mitsubis	2001	55				37	Ferris	WB	Stil
Toyota Tacoma	2013	14				38	Ferris	ST ON	Stil
Dodge Ram 2500	2013	9				39	Ferris	WB	Stil
Dodge Ram 2500	2014	50				40	Ferris	ST ON	Stil
Chevy 3500 Dual	2005	56				44	Ferris	WB	Stil
Isuzu - BOX	2016	57				45	Ferris	Riding	Stil
Isuzu - BOX	2016	58				46	Ferris	Riding	Stil
Isuzu - BOX	2017	22				47	Ferris	WB	Stil
Isuzu - BOX	2017	17				48	Ferris	WB	Stil
Isuzu - BOX	2018	68				49	Ferris	WB	Stil
Isuzu - BOX	2018	68				50	Ferris	Riding	Stil
Isuzu - BOX	2018	70				54	Ferris	ST ON	Stil
Isuzu - BOX	2019	74				56	Ferris	WB	Stil
Isuzu - BOX	2019	75				58	Ferris	WB	Stil
Ford Ranger	2001	32				59	Ferris	WB	Stil
Ford F150	2016	60				60	Ferris	WB	Stil
Isuzu - BOX	1996	19				64	Ferris	Riding	Stil
						65	Ferris	Riding	Stil

List of Equipment

Mowers		Weed eaters		Trimmers		Misc. Equipment
Model	Crew Assigned	Make / Model	Crew Assigned	Make / Model	Crew Assigned	
R 600	2	Stihl FS 130	2	Stihl HL 91K	2	1030 Trencher
R 600	2	Stihl FS 130	2	Stihl HL 94 K	2	Genie Aerial Lift
R 600	3	Stihl FS 130	3	Stihl HL 91K	3	Stump Grinder
R 600	3	Stihl FS 130	3	Stihl HL 94 K	3	Chipper
R 600	4	Stihl FS 130	4	Stihl HL 91K	4	Chipper
R 600	4	Stihl FS 130	4	Stihl HL 94 K	4	Multi-Terrain Loader
R 600	6	Stihl FS 130	6	Stihl HL 91K	24	Excavator
R 600	6	Stihl FS 130	6	Stihl HL 94 K	24	Sod Cutter
R 600	6	Stihl FS 130	9	Stihl HL 91K	6	Tractor Massey Ferguson
R 600	8	Stihl FS 130	9	Stihl HL 94 K	6	4WD Tractor - Kubota
R 600	8	Stihl FS 130	9	Stihl HL 91K	8	Front End Loader
R 600	9	Stihl FS 130	10	Stihl HL 94 K	8	Rough Terrain Forklift
R 600	9	Stihl FS 130	10	Stihl HL 91K	9	Tractor with Bush Hog
R 600	9	Stihl FS 130	12	Stihl HL 94 K	9	Potting Machine
R 600	9	Stihl FS 130	12	Stihl HL 91K	9	Toro Digo
R 600	10	Stihl FS 130	16	Stihl HL 94 K	10	Brush Mower
R 700	10	Stihl FS 130	16	Stihl HL 91K	10	Forklift
R 600	16	Stihl FS 130	22	Stihl HL 94 K	12	Stump Grinder
R 600	16	Stihl FS 130	22	Stihl HL 91K	12	Stump Grinder
R 600	12	Stihl FS 130	50	Stihl HL 94 K	16	Spider Forklift Auto Truck
R 600	12	Stihl FS 130	50	Stihl HL 91K	16	Tractor with Bush Hog
R 600	22	Stihl FS 130	50	Stihl HL 94 K	22	Trencher
R 600	22	Stihl FS 130	56	Stihl HL 91K	22	Sod Cutter
R 600	50	Stihl FS 130	56	Stihl HL 94 K	50	Sod Cutter
R 600	50	Stihl FS 130	56	Stihl HL 91K	50	Sod Cutter
R 600	50	Stihl FS 130	58	Stihl HL 94 K	50	Sod Cutter
R 600	50	Stihl FS 130	58	Stihl HL 91K	56	Mower (Rider)
R 600	56	Stihl FS 131	58	Stihl HL 94 K	56	Trencher Ground Hog
R 600	56	Stihl FS 131	57	Stihl HL 91K	57	
R 600	56	Stihl FS 131	57	Stihl HL 94 K	57	
R 600	56	Stihl FS 131	57	Stihl HL 91K	99	
R 600	57	Stihl FS 131	60	Stihl HL 94 K	58	
R 600	57	Stihl FS 131	60	Stihl HL 91K	58	
R 700	57	Stihl FS 131	60	Stihl HL 94 K	60	
R 600	58	Stihl FS 131	8	Stihl HL 91K	60	
R 600	58	Stihl FS 131	8	Stihl HL 94 K	6	
R 600	58	Stihl FS 131	6	Stihl HL 91K	6	
R 600	60	Stihl FS 131	6	Stihl HL 94 K	Spare	
R 600	60	Stihl FS 131	17	Stihl HL 91K	Spare	
R 600	60	Stihl FS 131	17			

Cost Sheet

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Leon County
Invitation to Bid for Mowing Services, Continuing Services
Bid Number: BC-01-16-20-22

Cost Sheet

Division of Facilities Management Cost Sheet

Facility Name	Address	Estimated Mowing Acreage	Notes	Cost Per Visit Per Location	Cycles	Estimate Annual Total
Agricultural Center	615 Paul Russell Rd	3.57	Tree limbs, grass clippings, etc. will not be removed from the site, but will be recycled as mulch around trees and shrubs to a depth of no more than four inches. A two inch air space shall be left around the trunk of the plant. No areas of bare soil shall be allowed. If areas are too shaded to grow turf, mulch will be maintained.	\$150.00	26	\$3,900.00
Amtrack	918 Railroad Avenue	1.05		\$95.00	26	\$2,470.00
B.L. Perry Library	2817 South Adams Street	2.17		\$200.00	26	\$5,200.00
Community Service Complex	501 Appleyard Road	1.21		\$185.00	26	\$4,810.00
Eastside Library and Pedric Park	1583 Pedrick Road	9.23		\$385.00	26	\$10,010.00
Fort Braden Library	16327 Blountstown Highway	7.61		\$215.00	26	\$5,590.00
Huntington Oaks Town Center	3840 North Monroe	1.33		\$350.00	26	\$9,100.00
Leon County Courthouse	301 South Monroe Street	0.58	Year round 14 day mowing cycle	\$200.00	26	\$5,200.00
Main Health Department	2965 Municipal Way	1.28		\$150.00	26	\$3,900.00
Main Library	200 West Park Ave	1.1	Year round 14 day mowing cycle	\$245.00	26	\$6,370.00
Moody Cemetary	5808 Fox Rd	0.76		\$250.00	26	\$6,500.00
Northeast Library	5513 Thomasville Rd	2.8		\$275.00	26	\$7,150.00
Office of Resource Stewardship	1907 South Monroe Street	1.46		\$140.00	26	\$3,640.00
Pauper Cemetary	5800 Crawfordville Rd	3.1		\$250.00	26	\$6,500.00
Public Safty Complex	911 Easterwood Drive	4.96	Year round 14 day mowing cycle. This also requires an additional Florida Department of Law Enforcement Background Check	\$760.00	26	\$19,760.00
Public Works	2280 Miccosukee Road	5.25		\$375.00	26	\$9,750.00
Robert Stevens Health	1515 Old Bainbridge Rd	2		\$165.00	26	\$4,290.00
Southside Health	872 West Orange Ave	2.04		\$165.00	26	\$4,290.00
Tharpe Street Warehouse	3401 West Tharpe Street	0.18		\$75.00	26	\$1,950.00
Traffic Court	1920 Thomasville Rd	0.46		\$100.00	26	\$2,600.00
Woodville Community Center and Library	8000 Old Woodville Rd	1.81		\$215.00	26	\$5,590.00
Estimate Annual Total						\$128,570.00

John Perry Esposito Graham Center
 Print Name
[Signature]
 Signature

1/14/20
 Date

Esposito Lawn Maintenance -- List of Equipment

Trucks			Trailers			Mowers			Blowers		Weed eaters		Trimmers		Misc. Equipment
Make/ Model	Year	Truck #	Make/ Model	Year	Number	Mower #	Make	Type	Make / Model	Crew Assigned	Make / Model	Crew Assigned	Make / Model	Crew Assigned	
Ford F150	2012	21	Look	2005	10	10	Ferris	WB	Stihl BR 600	2	Stihl FS 130	2	Stihl HL 91K	2	1030 Trencher
Ford F150	2008	16	Pace American	2002	56	11	Ferris	WB	Stihl BR 600	2	Stihl FS 130	2	Stihl HL 94 K	2	Genie Aerial Lift
Ford F150	2006	51	Spartan	2016	14	16	Ferris	ST ON	Stihl BR 600	3	Stihl FS 130	3	Stihl HL 91K	3	Stump Grinder
Nissan Titan	2000	6	Spartan	2016	22	18	Ferris	WB	Stihl BR 600	3	Stihl FS 130	3	Stihl HL 94 K	3	Chipper
Ford F150	2002	7	Spartan	2017	60	19	Ferris	WB	Stihl BR 600	4	Stihl FS 130	4	Stihl HL 91K	4	Chipper
Ford F150	2002	12	Anderson	2000	4	23	Ferris	ST ON	Stihl BR 600	4	Stihl FS 130	4	Stihl HL 94 K	4	Multi -Terrain Loader
Ford F150	2002	3	Anderson	2000	24	30	Ferris	WB	Stihl BR 600	6	Stihl FS 130	6	Stihl HL 91K	24	Excavator
Ford F150	2008	11	Shivers	2018	51	33	Scag	Riding	Stihl BR 600	6	Stihl FS 130	6	Stihl HL 94 K	24	Sod Cutter
Ford F150	2002	14	Hual Mark	2003	7	34	Ferris	WB	Stihl BR 600	6	Stihl FS 130	9	Stihl HL 91K	6	Tractor Massey Ferguson
Ford F150	2008	4	Haul Mark	2003	3	35	Ferris	EVO	Stihl BR 600	8	Stihl FS 130	9	Stihl HL 94 K	6	4WD Tractor - Kubota
Ford F150	2008	24	Look	2015	50	36	Ferris	WB	Stihl BR 600	8	Stihl FS 130	9	Stihl HL 91K	8	Front End Loader
Mitsubis	2001	55				37	Ferris	WB	Stihl BR 600	9	Stihl FS 130	10	Stihl HL 94 K	8	Rough Terrain Forklift
Toyota Tacoma	2013	14				38	Ferris	ST ON	Stihl BR 600	9	Stihl FS 130	10	Stihl HL 91K	9	Tractor with Bush Hog
Dodge Ram 2500	2013	9				39	Ferris	WB	Stihl BR 600	9	Stihl FS 130	12	Stihl HL 94 K	9	Potting Machine
Dodge Ram 2500	2014	50				40	Ferris	ST ON	Stihl BR 600	9	Stihl FS 130	12	Stihl HL 91K	9	Toro Digo
Chevy 3500 Dual	2005	56				44	Ferris	WB	Stihl BR 600	10	Stihl FS 130	16	Stihl HL 94 K	10	Brush Mower
Isuzu - BOX	2016	57				45	Ferris	Riding	Stihl BR 700	10	Stihl FS 130	16	Stihl HL 91K	10	Forklift
Isuzu - BOX	2016	58				46	Ferris	Riding	Stihl BR 600	16	Stihl FS 130	22	Stihl HL 91K	10	Stump Grinder
Isuzu - BOX	2017	22				47	Ferris	WB	Stihl BR 600	16	Stihl FS 130	22	Stihl HL 91K	12	Stump Grinder
Isuzu - BOX	2017	17				48	Ferris	WB	Stihl BR 600	12	Stihl FS 130	50	Stihl HL 94 K	16	Spider Forklift Auto Truck
Isuzu - BOX	2018	68				49	Ferris	WB	Stihl BR 600	12	Stihl FS 130	50	Stihl HL 91K	16	Tractor with Bush Hog
Isuzu - BOX	2018	68				50	Ferris	Riding	Stihl BR 600	22	Stihl FS 130	50	Stihl HL 94 K	22	Trencher
Isuzu - BOX	2018	70				54	Ferris	ST ON	Stihl BR 600	22	Stihl FS 130	56	Stihl HL 91K	22	Sod Cutter
Isuzu - BOX	2019	74				56	Ferris	WB	Stihl BR 600	50	Stihl FS 130	56	Stihl HL 94 K	50	Sod Cutter
Isuzu - BOX	2019	75				58	Ferris	WB	Stihl BR 600	50	Stihl FS 130	56	Stihl HL 91K	50	Sod Cutter
Ford Ranger	2001	32				59	Ferris	WB	Stihl BR 600	50	Stihl FS 130	58	Stihl HL 94 K	50	Sod Cutter
Ford F150	2016	60				60	Ferris	WB	Stihl BR 600	50	Stihl FS 130	58	Stihl HL 91K	56	Mower (Rider)
Isuzu - BOX	1996	19				64	Ferris	Riding	Stihl BR 600	56	Stihl FS 131	58	Stihl HL 94 K	56	Trencher Ground Hog
						65	Ferris	Riding	Stihl BR 600	56	Stihl FS 131	57	Stihl HL 91K	57	
									Stihl BR 600	56	Stihl FS 131	57	Stihl HL 94 K	57	
									Stihl BR 600	56	Stihl FS 131	57	Stihl HL 91K	99	
									Stihl BR 600	57	Stihl FS 131	60	Stihl HL 94 K	58	
									Stihl BR 600	57	Stihl FS 131	60	Stihl HL 91K	58	
									Stihl BR 700	57	Stihl FS 131	60	Stihl HL 94 K	60	
									Stihl BR 600	58	Stihl FS 131	8	Stihl HL 91K	60	
									Stihl BR 600	58	Stihl FS 131	8	Stihl HL 94 K	6	
									Stihl BR 600	58	Stihl FS 131	6	Stihl HL 91K	6	
									Stihl BR 600	60	Stihl FS 131	6	Stihl HL 94 K	Spare	
									Stihl BR 600	60	Stihl FS 131	17	Stihl HL 91K	Spare	
									Stihl BR 600	60	Stihl FS 131	17			

Stihl BR 600	17	Stihl FS 131	51
Stihl BR 600	17	Stihl FS 131	99
Stihl BR 600	24	Stihl FS 131	Spare
Stihl BR 600	24	Stihl FS 131	Spare
Stihl BR 600	Spare	Stihl FS 131	Spare
Stihl BR 600	Spare	Stihl FS 131	Spare
Stihl BR 600	Spare	Stihl FS 131	Spare
Stihl BR 600	Spare	Stihl FS 131	Spare
Stihl BR 600	Spare	Stihl FS 131	Spare

RELEASER

Bid Title: Mowing Services, Continuing Services

Opening Date: Thursday, January 17, 2020 at 2:00 PM

Item/Vendor	Val's Lawn	Lawn Keepers	Jallahassee JC	Esposito's
Response Sheet with Manual Signature	✓	✓	✓	✓
Affidavit Immigration	✓	✓	✓	✓
Equal Opportunity and Affirmative Action	✓	✓	✓	✓
Identical Tie Bid	✓	✓	✓	✓
Insurance Certification Form	✓	✓	✓	✓
Contractor's Business Information/Applicable Licenses/Registrations	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Certification/Debarment	✓	✓	✓	✓
Local Vendor Certification	✓	✓	✓	✓
E-Verify	✓	✓	✓	✓
Addendum	✓✓✓✓	✓✓✓✓		✓✓✓✓
Facility Unit Price Total			219,700 ⁰⁰	128,570 ⁰⁰
Parks Unit Price Total	274,985 ⁰⁰		RECEIVED 2020 JAN 17 PM 2: 01 PURCHASING DIVISION LEON COUNTY	
ROW Unit Price Total	180,050 ⁰⁰	70,460 ⁰⁰		
Contractor Qualification License				

Tabulated By:

W. B. Hooley

Shelly Kella