

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA REGULAR MEETING

**Tuesday, April 14, 2020  
3:00 p.m.**

The meeting will be held via web video conferencing. The media and the public can access the meeting in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the County's [Facebook](#) page and [YouTube](#) channel.



### *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

Chasity H. O'Steen  
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](http://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](http://www.leoncountyfl.gov/ADA).

# Board of County Commissioners

Leon County, Florida

## Agenda

Regular Public Meeting

Tuesday, April 14, 2020, 3:00 p.m.

---

The Board will meet via video conference to conduct the April 14<sup>th</sup> meeting. The meeting is being held utilizing communications media technology pursuant to the Governor's Executive Order 20-69, Emergency Management – COVID-19 – Local Government Public Meetings.

The media and the public can access the meeting in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the County's [Facebook](#) page and [YouTube](#) channel.

Public comment will be accepted via electronic submission. Citizens wishing to provide input for this meeting may submit their comments at [Leoncountyfl.gov/PublicComments](http://Leoncountyfl.gov/PublicComments). To ensure adequate time for Commissioner review, comments should be submitted by 8 p.m. on April 13, 2020. Comments will be distributed to the Commissioners prior to the April 14, 2020 3 p.m. meeting. Comments submitted after the 8 p.m. deadline will be added to the official record of the meeting, but the County cannot guarantee that the Commissioners will have adequate time to review those comments prior to the meeting. Anyone needing assistance with submitting comments may contact County Administration via email at [LCG\\_PublicComments@leoncountyfl.gov](mailto:LCG_PublicComments@leoncountyfl.gov) or via phone at 850-606-5300.

### **INVOCATION**

Invocation by Chairman Bryan Desloge

### **AWARDS AND PRESENTATIONS**

- Update on Coronavirus Disease 2019 (COVID-19)  
*(Mark O'Bryant, President & CEO of Tallahassee Memorial Hospital)*

### **CONSENT**

1. Minutes: January 28, 2020, Regular Meeting  
*(Clerk of Court)*
2. Payment of Bills and Vouchers  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
3. Modification of Policy No. 01-05 and Temporary Rules of Procedure for the Use of Communications Media Technology (CMT) to Conduct Virtual Meetings of the Leon County Board of County Commissioners and Boards, Councils and Committees  
*(County Administrator/ County Attorney/ County Administration)*
4. Commissioner Appointment to the Contractors Licensing and Examination Board  
*(County Administrator/ County Administration)*
5. Authorization to Proceed with the Sale of a Portion of County-owned Real Estate Identified as the Leon County Court Annex Building at 1920 Thomasville Road  
*(County Administrator/ Office of Financial Stewardship)*

6. Authorization to Transfer a Surplus Leon County Vehicle to the Emergency Care Help Organization  
*(County Administrator/ Office of Financial Stewardship/ Office of Human Services & Community Partnerships)*
7. Bid Award for Septic System Services, Continuing Supply  
*(County Administrator/ Human Services & Community Partnerships/ Public Works/ Purchasing)*
8. Approval of the Plat of Cottages at Lonnie Subdivision  
*(County Administrator/ Public Works)*
9. Approval of the Plat of Fletcher Oak Subdivision Phase I  
*(County Administrator/ Public Works)*

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

10. Annual Investment Report for Fiscal Year 2018-2019  
*(Clerk of Court)*

**CONSENT ITEMS PULLED FOR DISCUSSION**

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

*(Public comment will be accepted via electronic submission. Citizens wishing to provide input for this meeting may submit their comments at [Leoncountyfl.gov/PublicComments](http://Leoncountyfl.gov/PublicComments). To ensure adequate time for Commissioner review, comments should be submitted by 8 p.m. on April 13, 2020. Comments will be distributed to the Commissioners prior to the April 14, 2020 3 p.m. meeting. Comments submitted after the 8 p.m. deadline will be added to the official record of the meeting, but the County cannot guarantee that the Commissioners will have adequate time to review those comments prior to the meeting. Anyone needing assistance with submitting comments may contact County Administration via email at [LCG\\_PublicComments@leoncountyfl.gov](mailto:LCG_PublicComments@leoncountyfl.gov) or via phone at 850-606-5300.)*

**GENERAL BUSINESS**

11. Status Report on Leon County's Response Efforts Related to COVID-19  
*(County Administrator/ County Administration)*
12. Community Human Services Partnership (CHSP) and COVID-19 Response  
*(County Administrator/ Office of Human Services & Community Partnerships)*
13. Bond Community Health Center and Neighborhood Medical Center Funding Request for COVID-19 Response  
*(County Administrator/ Office of Human Services & Community Partnerships)*
14. Actions Taken in Response to the Financial Impact of COVID-19 and Tourist Development Tax Collections  
*(County Administrator/ County Administration/ Tourism)*
15. Authorization to Purchase Two New Ambulances Utilizing the Florida Sheriff's Association Cooperative Contract with Hall-Mark RTC  
*(County Administrator/ Emergency Medical Services/ Public Works/ Purchasing)*
16. Bid Award for Eastside Branch Library Wall and Roof Repairs Project  
*(County Administrator/ Public Works/ Purchasing)*

**SCHEDULED PUBLIC HEARINGS, 6:00 P.M.**

- none

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

- Leon County Research & Development Authority Financial Statements for Years ending Sept. 30, 2019 and 2018

**ADJOURN**

*The next regular meeting of the Board of County Commissioners is tentatively scheduled for  
**Tuesday, April 28, 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](http://www.leoncountyfl.gov)**

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

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting</b>
<b>January 27</b>	Monday	9:00 a.m.	Board Retreat
<b>January 28</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 11</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 25</b>	Tuesday	1:00 p.m.	Joint Workshop Comprehensive Plan Amendments
<b>February 25</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>March 10</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 14</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<del><b>April 14</b></del> <i>rescheduled 5/26</i>	Tuesday	6:00 p.m.	Joint Transmittal Hearing on 2020 Cycle Comprehensive Plan Amendments
<b>April 28</b>	Tuesday	9:00 a.m.	Budget Policy Workshop
<b>April 28</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 12</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 26</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 26</b>	Tuesday	6:00 p.m.	Joint Transmittal Hearing on 2020 Cycle Comprehensive Plan Amendments
<del><b>May 26</b></del> <i>to be rescheduled</i>	Tuesday	6:00 p.m.	Joint Adoption Hearing on 2020 Cycle Comprehensive Plan Amendments
<b>June 16</b>	Tuesday	9:00 a.m.	Budget Workshop
<b>June 16</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>July 14</b>	Tuesday	9:00 a.m.	Budget Workshop
<b>July 14</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 8</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 8</b>	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
<b>September 22</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 22</b>	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
<b>October 13</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>October 27</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>November 17</b>	Tuesday	3:00 p.m.	Reorganization & Regular Board Meeting
<b>December 8</b>	Tuesday	3:00 p.m.	Regular Board Meeting

## PUBLIC NOTICE

### Leon County Board of County Commissioners 2020 Tentative Meeting Schedule

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

Month	Day	Time	Meeting Type
<b>January 2020</b>	<b>Wednesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<i>Thursday 9 &amp; Friday 10</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	<b>Tuesday 14</b>	<b>No meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 20</b>	<b>Offices Closed</b>	<b>MARTIN LUTHER KING, JR. DAY</b>
	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 <sup>th</sup> 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
<b>February 2020</b>	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> 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
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<i>Saturday 29 – Wednesday 4</i>		<i>NACO Legislative Conference Washington, D.C.</i>
<b>March 2020</b>	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> 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	
<b>March 2020</b> (cont.)	Tuesday 10	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	
		<del>6:00 p.m.</del> <b>To be rescheduled</b>	<del>First and Only Public Hearing to Consider a Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order</del>	
	Thursday 12	1:00 p.m.	Blueprint Economic Development Strategic Plan Workshop	
		3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers	
	Tuesday 17	<del>1:30 p.m.</del> <i>Cancelled</i>	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>	
	Wednesday 25	1:00 p.m.	Blueprint Intergovernmental Agency Special Meeting – Web Conference on COVID-19	
<b>April 2020</b>	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers	
		<del>6:00 p.m.</del> <i>Rescheduled</i>	All Board of County Commissioners Public Hearings	
	Wednesday 15	<b>1:00 p.m.</b>	<b>Blueprint Intergovernmental Agency Special Meeting – Web Conference on COVID-19</b>	
	<del>Thursday 16 &amp; Friday 17</del>	<del>Seminar 3 of 3 Cancelled</del>	<del>FAC Advanced County Commissioner Program Alachua County, Gainesville, FL</del>	
	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 <sup>th</sup> Floor Commission Chambers	
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers	
		<b>6:00 p.m.</b>	<b><u>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</u></b>	
		<b>6:00 p.m.</b>	<b><u>First &amp; 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></b>	
		<b>6:00 p.m.</b>	<b><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></b>	
		<b>6:00 p.m.</b>	<b><u>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></b>	
	<b>May 2020</b>	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> 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	
Thursday 21		3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers	
<b>Monday 25</b>		<b>Offices Closed</b>	<b>MEMORIAL DAY</b>	
	Tuesday 26	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers	

Month	Day	Time	Meeting Type
May 2020 (cont.)	Tuesday 26	<b>6:00 p.m.</b>	<b>Joint City/County Transmittal Hearing on Cycle 2020 Comprehensive Plan Amendments</b>
		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"
		<del>6:00 p.m.</del> <b>To be rescheduled</b>	<del>Joint City/County Adoption Hearing on Cycle 2020 Comprehensive Plan Amendments</del>
June 2020	Tuesday 9 - Friday 12		<i>FAC Annual Conference &amp; 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	<b>Offices Closed</b>	<b>INDEPENDENCE DAY observed</b>
	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
	Friday 17 - Monday 20		<i>NACo Annual Conference Orange County; Orlando, FL</i>
	<b>Tuesday 28</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
August 2020	Wednesday 5 – Saturday 8		<i>National Urban League Annual Conference Houston, TX</i>
	Friday 14 - Sunday 16		<i>Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL</i>
September 2020	Monday 7	<b>Offices Closed</b>	<b>LABOR DAY</b>
	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 20/21*
	Wednesday 9 - Thursday 10		<i>FAC Innovation &amp; Policy Conference Palm Beach County; Palm Beach Gardens, FL</i>
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Wednesday 16 – Sunday 20</b>		<i>Congressional Black Caucus Annual Legislative Conference – Washington D.C.</i>
	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, 5 <sup>th</sup> 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>
<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, 5 <sup>th</sup> Floor Commission Chambers



<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>October 2020 (cont.)</b>	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, 5 <sup>th</sup> Floor Commission Chambers
<b>November 2020</b>	<b>Wednesday 11</b>	<b>Offices Closed</b>	<b>VETERAN’S DAY OBSERVED</b>
	Monday 16 <b>TENTATIVE</b>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 17	3:00 p.m.	Reorganization and Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<b>Thursday 26</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 27</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
<b>December 2020</b>	<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 <sup>th</sup> 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
	<b>Friday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
<b>January 2021</b>	<b>Friday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR’S DAY</b>
	<b>Tuesday 12</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>

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

[leoncountyfl.gov/committees](http://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 (up to 10 appointments)

#### **Board of Adjustment & Appeals**

City of Tallahassee Commission (3 appointments)

#### **Contractors Licensing & Examination Board**

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

#### **Leon County Educational Facilities Authority**

Board of County Commissioners (1 appointment)

### **UPCOMING VACANCIES**

#### **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)

#### **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

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Minutes: January 28, 2020, Regular Meeting



---

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

### **Statement of Issue:**

This agenda item seeks Board review and approval of the following minutes: January 28, 2020 Regular Meeting.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Approve the minutes of January 28, 2020, Regular Meeting.

### **Attachment:**

1. January 28, 2020, Regular Meeting

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
January 28, 2020**

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

Chairman Desloge called the meeting to order at 3:00 p.m.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was provided by Pastor Quincy Griffin from the Family Worship and Praise Center, which included the “Worship with Me” Program youth participants, Rosheeka Bryant, and Janecia Williams. Commissioner Dozier then led the Pledge of Allegiance.

**AWARDS AND PRESENTATIONS**

- Proclamation Recognizing the Florida Commission on the Status of Women’s Spirit of the Community Award Recipient, Paloma Rambana
- Lady Dhyana Ziegler, Commissioner, and Kelly Sciba, Executive Director, the Florida Commission on the Status of Women, presented the Women’s Spirit of the Community Award to Paloma Rambana, who started a campaign called “Fund the Gap” to ask the Florida Legislature to fund the Division of Blind Services Children’s Program to help blind and visually impaired children ages 6 through 13 and successfully secured \$1,250,000 in funding.
- Paloma Rambana thanked the Board and the Florida Commission on the Status of Women for the recognition. She accepted the honor for the women that came before her and those that would come after her.
  
- Presentation from the Leon County Educational Facilities Authority
  - Ramsay Sims, Educational Facilities Authority Chairman, provided an update and background on the activities of the Leon County Educational Facilities Authority.
  - Commissioner Desloge explained that the Educational Facilities Authority is slowly working their way out of the real estate business.
  - Commissioner Maddox commended the Chairman of the Educational Facilities Authority Chairman, for leadership on that Board and that they are moving in the right direction.
  - Commissioner Minor thanked Mr. Sims for his leadership.
  
- Proclamation Recognizing the Accomplishments and Contributions of Dr. Pamela Hall
- Commissioner Minor read into the record a Proclamation recognizing the accomplishments and contributions of Dr. Pamela Hall at 6:00 p.m. before the Public Hearings were conducted.
- Dr. Pamela Hall thanked the Board for the Proclamation. She acknowledged staff and citizens that have worked with her over the years on various issues.

- Chair Desloge shared that Leon County is in a better place due to Dr. Hall's advocacy.
- Commissioner Minor expressed his appreciation for Dr. Hall.
- Commissioner Maddox commended Dr. Hall and shared his appreciation for her teaching him about various land use issues.
- Commissioner Jackson commented on Dr. Hall's passion for ecology and her ability to educate and communicate in an effortless way.
- Commissioner Dozier also commended Dr. Hall for all her work and thanked her family for sharing Dr. Hall with the community.
- Commissioner Lindley commended Dr. Hall for her great work.
- Commissioner Proctor thanked Dr. Hall for her willingness to listen and how he respected her patience and the trust she had built within the community.
- County Administrator Long acknowledged Dr. Hall on behalf of the staff. He shared how her efforts always made the County better.

**CONSENT:**

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, to approve the Consent Agenda, as presented. The motion carried 7-0.*

**1. Minutes: October 15, 2019, Regular Meeting**

*The Board approved Option 1: Approve the minutes of October 15, 2019, Regular Meeting.*

**2. Payment of Bills**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for January 28, 2020 and preapprove the payment of bills and vouchers for the period of January 29, 2020, through February 10, 2020.*

**3. Fiscal Year 2021 Budget Calendar**

*The Board approved Option 1: Approve the Fiscal Year 2021 Budget Calendar.*

**4. Commissioner Appoints to the Library Advisory Board**

*The Board approved Option 1: Ratify individual Commissioner appointments of citizens to the Library Advisor Board:*

- a. Commissioner Jackson appoints Mallery Rawls for a two-year term ending December 31, 2021.*
- b. Commissioner Minor appoints Doris Laing for a two-year term ending December 31, 2021.*
- c. Commissioner Desloge appoints Shameeka King for a two-year ending December 31, 2021.*

**5. National Endowment for the Arts "The Big Read" Grant Proposal**

*The Board approved Option 1: Authorize the submission of the National Endowment of the Arts "The Big Read" grant proposal.*

**6. Amended Community Development Block Grant Housing Assistance Plan**

*The Board approved Option 1: Approve the revised Community Development Block Grant Housing Assistance Plan and adopt the associated Resolution.*

**7. Proposed Leon County Page Program**

*The Board approved Options 1: Approve the proposed new Leon County Page Program Policy.*

**8. Authorization to Negotiate an Agreement for Construction Engineering and Inspection Services for Florida Department of Transportation Local Agency Program Projects**

*The Board approved Option 1: Authorize the County Administrator to negotiate and execute an agreement with AE Engineering, Inc., and the next three ranked firms if necessary, for the Construction Engineering and Inspection services for Florida Department of Transportation Local Agency Program Projects in Leon County in a form approved by the County Attorney.*

**9. Approval of the Plat of Avery Park Subdivision**

*The Board approved Option 1: Approve the plat of Avery Park Subdivision for recording in the Public Record, contingent upon final review and approval by the County Engineer and authorize the County Administrator to accept the Maintenance Agreement and Surety Device in a form approved by the County Attorney.*

**10. Request to Schedule First and Only Public Hearing to Consider a Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order for March 10, 2020, at 6:00 p.m.**

*The Board approved Option 1: Schedule the first and only Public Hearing to consider a sixth amendment to the Southwood Development of Regional Impact Integrated Development Order for March 10., 2020 at 6:00 p.m.*

**11. Updated Statewide Mutual Aid Agreement for Emergency Management Functions**

*The Board approved Option 1: Approve the updated Statewide Mutual Aid Agreement with the Florida Division of Emergency Management and Authorize the Chairman to execute.*

**Status Reports:**

**12. Status Update on Legacy Event Grant Program Events and Approval to Award FY 2020 Legacy Grant Funding**

*The Board approved Option 1: Accept the status report on the implementation of the Legacy Event Grant Program; and*

*Option 2: Approve the Tourism grant funding for FY 2020 events at the levels recommended by the Tourist Development Council:*



- a. \$46,000 for Market Days.
- b. \$75,000 for the Red Hills International Horse Trials.
- c. \$62,600 for the Springtime Tallahassee Festival.
- d. \$52,295 for LeMoyne's Chain of Parks Art Festival.

**13. Tallahassee-Leon County Board of Adjustment and Appeals 2019 Annual Report**

*The Board approved Option 1: Accept the Tallahassee-Leon County Board of Adjustment and Appeals 2019 Annual Report.*

**14. Housing Finance Authority of Leon County FY 2019 Annual Report**

*The Board approved Option 1: Accept the FY 2019 Annual Report from the Housing Finance Authority of Leon County.*

**15. Domi Education Entrepreneurial Community Impact Report for FY 2019**

*The Board approved Option 1: Accept the Domi Education Entrepreneurial Community Impact Report for FY 2019.*

**16. Fiscal Year 2019 Annual Performance and Financial Report**

*The Board Option 1: Accept the FY 2019 Annual Performance and Financial Report.*

**CONSENT ITEMS PULLED FOR DISCUSSION**

- None

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

Chairman Desloge confirmed the list speakers for non-agenda items.

- Martha Roberts, 5268 Quail Valley Road, spoke in opposition of putting the Children's Service Council on the ballot in November until the proper information is submitted.
- Sharon Mears, 4556 Hedgewood Drive, spoke in opposition of added the Children's Service Council item to the November ballot. She shared the tax was not needed in Leon County.
- Brent Pichard, 2211 Ellicott Drive, spoke in opposition to the Children's Service Council referendum. He gave a brief background on the referendum that would appear on the 2020 ballot. He shared his opinion of it being a burden on the taxpayers. He asked was there another way. He suggested a further study be done on the effects on the additional tax and that they reverse the June 18, 2019 vote.
- Michael Andrews, 2397 Home Court, spoke in opposition to the Children's Service Council being on the November ballot and asked for more coordination on this item.

- Merton E. Munson, 532 Maclay Road, spoke in opposition to putting the Children's Service Council on the November ballot.
- Edward Eppinger, 3851 Moriarity Court, spoke in opposition of the Children's Service Council Tax on the ballot.
- Michael Rosenthal, 4045 Kilmartin Drive, spoke in opposition to the Children's Services Tax being placed on the ballot.
- Stanley Sims, 1320 Avondale Way, spoke in support of additional black businesses in the downtown area and spoke of the recent addition of the shoeshine business that is now available outside Andrew's Restaurant. He thanked the Downtown Improvement Authority for their efforts.

### **GENERAL BUSINESS**

- *Commissioner Maddox moved, duly seconded by Commissioner Desloge, for approval to make agenda modifications to move items #20, #22, #23, and #24 before Item #17. The motion carried 7-0.*

### **17. Bid Award for the Exclusive Franchise to Provide Waste Collection Services in Unincorporated Leon County**

County Administrator Long introduced this item. He shared that this item seeks Board direction regarding awarding a bid for unincorporated area curbside waste collection services or negotiating a renewal of the current Agreement with Waste Pro, Inc.

Chair Desloge then called for public comment.

- Loyd Childree, 8457 Congressional Drive, a lobbyist for Waste Pro, gave an overview of the company. He encouraged the Board to renew the current Agreement with Waste Pro and committed to maintaining the residential subscription rate consistent with the current agreement.
- Inigo Sanz, 9172 Ley Road, Houston, Texas, FCC Environmental Services, gave an overview of the company and encouraged the Board to award the bid to FCC.
- Charles Merkley, 6760 Muskogee Street, Orlando, Florida, FCC Environmental Services, provided additional information on the company. He asked that the Board award bid to FCC.
- Jessica Icerman, 401 East Jackson Street #2100, Tampa, Florida, attorney with Stearns, Weaver, Miller, and lobbyist representing FCC Environmental Services requested 6 minutes from the Board and it was granted. She presented the Board with a brief PowerPoint presentation. She encouraged the County to issue a Notice of Intent to award the bid to FCC.
- Commissioner Maddox inquired about the number of customer complaints received for WastePro's service and they anticipate an increased level of customer service in the future.
  - Maggie Theriot, Director of the Office of Resource Stewardship, reported that the number of legitimate complaints has increased in the last three years resulting in the overall liquidated damages increasing each year, but noted that since September 2019, there has been a significant decline in liquidated damages.

- Commissioner Maddox requested that if the County extends the current agreement that the contract would have recourse for future complaints and if service levels decline include the ability to terminate the contract. He also requested that the County would not incur a financial penalty for terminating the contract.
- Commissioner Dozier confirmed with the County Attorney that by extending the current contract would not allow for modification of the level of service terms; however, he recommended that the contract include a termination provision. She reflected on the number of complaints, environmental issues and fines imposed on Waste Pro and the amount of staff time used to address customer complaints. She stated that while an agreement with FCC would involve a rate increase it would also provide an increased level of service.
- Commissioner Proctor asked County Administrator Long what the difference was in the bids.
  - County Administrator Long indicated the low bid was from FCC and was for \$18.19/month and the second-lowest bid coming from Waste Pro was for \$18.97/month. He shared that this was a hard-bid situation that has been through the solicitation process.
- Commissioner Proctor confirmed with the County Administrator that a Waste Pro renewal would maintain the current \$14.15/month rate with no additional services included. He reflected on the financial burden of a \$4/month increase to the citizens. He expressed an interest in learning more about the bidder's local hiring practices and minority subcontracting.
- Commissioner Minor thanked the bidders and reflected on the financial burden of a \$4 per month increase to the citizens. He supported the renegotiation of the current contract with a termination clause.
- Commissioner Lindley reflected on the poor customer service currently provided by Waste Pro and the need for the County to hire an employee to handle the citizen complaints. She confirmed with the County Attorney that issuing Notice of Intent would lift the cone of silence. She shared her support of awarding the bid to FCC and indicated that the rate increase is justified for an increase in customer service.
- *Commissioner Lindley moved, duly seconded by Commissioner Dozier, to approve Option 2. Approve the bid award to FCC for the exclusive franchise to provide waste collection services in unincorporated Leon County and authorize the County Administrator to negotiate and execute the Agreement, in a form approved by the County Attorney.*
- Commissioner Jackson expressed concern with the impact of increased rates and confirmed that the current agreement has customer service clauses. He stated his support for the renegotiation of the current contract with Waste Pro and confirmed that the bid would come back for Board approval at the February meeting.
- Commissioner Maddox shared that Waste Pro would want to meet the County's expectation of a higher level of service. He reflected on the poor customer service received in the past and the need for the County to hire an employee to handle the citizen complaints.
- Chairman Desloge shared his support for Option 1, to renew the current agreement with Waste Pro and bring it back for Board consideration.
- *Commissioner Maddox moved a substitute motion, duly seconded by Commissioner Desloge, to approve Option 1 as amended: Authorize the County Administrator to negotiate a renewal of current Agreement with Waste Pro, Inc. including a termination provision*

*based upon performance and customer service complaints and bring back for Board consideration. The motion carried 5-2. (Commissioners Dozier and Lindley in opposition).*

**18. Consideration of Immediate and Long-Term Strategies Related to the County's Recycling Program**

County Administrator Long introduced the item. He shared as requested by Marpan Recycling, this item recommends negotiating an interim agreement increasing the County's contractual payments to Marpan considering a continued decline in the global recyclables market. Additionally, this item recommends the Board authorize the County Administrator to engage a consultant in partnership with the City of Tallahassee to identify alternative long-term strategies for the future of the County's recycling program.

Commissioner Dozier thanked staff and Marpan for their work on this item. She confirmed with the County Administrator that an agenda item would be brought back to hire a consultant to evaluate long-term options for the County's recycling program and asked that staff explore commercial recycling opportunities. She indicated that she would like to discuss this issue at the next Apalachee Regional Planning Council meeting.

Commissioner Proctor reflected on the challenges in the recycling business. He commended Marpan's willingness to enter into an interim agreement, while the Board decides the future of the County's recycling program.

Commissioner Minor confirmed that the County could not compel Marpan to continue to provide services at a loss and thanked Marpan for their willingness to enter into an interim agreement.

Commissioner Desloge reflected that it is a difficult situation and thanked Marpan.

*Commissioner Proctor moved, duly seconded by Commissioner Minor, approval of Option 1: Authorize the County Administrator to negotiate an interim agreement with Marpan Recycling in order to ensure the continuation of the County's single-stream recycling program in the immediate term and to bring a draft agreement back to the Board for approval in February; and*

*Option 2: Authorize the County Administrator to engage a consultant in partnership with the City of Tallahassee to evaluate long-term options for the future of the County's recycling program, and to bring a final report and analysis to the Board for consideration at the FY 2020 Budget Workshop; and*

*Option 3: Direct staff to prepare a budget discussion item during the FY 2022 budget cycle to evaluate increasing the solid waste non-ad valorem assessment to support the anticipated increase in recycling cost.*

*The motion carried 7-0.*

**19. Community Human Services Partnership Needs Assessment**

Commissioner Maddox recused himself due to the appearance of a conflict due to his current employment with the Boys & Girls Club.

County Administrator Long introduced the item. He noted this agenda item presents the Center for Health Equity's Human Services Needs Assessment Final Report. The report, and the broader analysis provided herein, offer the various option 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.

He stated options 1 and 2 would allow them to do what is needed.

Chairman Desloge called for public comment.

Public Speakers:

- Amber Tynan, 2477 Tim Gamble Place, Suite 200, 32308, United Partners for Human Services, commended the County's support of the CHSP process. She encouraged the Board to reject the Needs Assessment and approve Option 5, to maintain the current funding categories and allocations for the next two-year CHSP funding cycle.
- Tim Center, 1218, Camellia Drive, 32301, CEO of Capital Area Community Action Agency, commended the Board for the CHSP process and spoke in support of Option #4, to support a workgroup of community stakeholders with assistance from FSU.
- Commissioner Dozier stated support for Options 3 and 4. She reflected that Option 1 had an unclear process for support of a specific census tract; however, Option 4 would include a further evaluation and possible future recommendation to expand the Promise Zone. She confirmed with the County Administrator that Option 2 would not be necessary if Option 4 is adopted.
  - County Administrator Long confirmed that Option 3 provided for new needs assessment in FY27. He also indicated that the 5 options provided are not mutually exclusive with exception of 5 and stated that if Options 1 and 2 are approved by the Board and would be making incremental process for FY21 and FY22.
- Commissioner Dozier indicated that in 2016 the Board approved the data collection from the CHSP providers but questioned if the system to aggregate this data was in place.
  - Shington Lamy, Director, Office of Human Services and Community Partnership, indicated that the data is being collected online for the current two-year funding process and was not available during the need's assessment period.
  - County Administrator Long indicated that the data would be provided to the workgroup if formed, in Option 4.
- Commissioner Minor confirmed that if Option 1 is approved, staff would bring back additional details on how staff would implement the Promised Zone. He expressed support for certain census tracts but also didn't want to tie the hands of the workgroup.
  - *Commissioner Dozier moved, duly seconded by Commissioner Minor for Options 2-4.*

- Commissioner Dozier confirmed with the County Administrator that Option 2 would not be necessary if Option 4 were adopted.
- *Commissioner Dozier moved a revised motion, duly seconded by Commissioner Minor for Option 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; and Option 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.*
- Commissioner Proctor spoke in support of Option 1 to create a Promised Zone to address income inequality in certain areas of Leon County.
- Commissioner Jackson shared his support for Options 1 and 2.
- Commissioner Desloge expressed support of Options 1 and 2.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge to approve 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; and Option 2: Refine the outcome measures presented in the need's assessment with human service stakeholders to be implemented in the second year of the upcoming cycle. The motion carried 4-2 (Commissioners Minor and Dozier opposing and Commissioner Maddox recusing himself).*

## **20. Six-Year Helicopter Equipment Lease**

County Administrator Long introduced the item. He shared this agenda seeks Board approval of a six-year equipment lease to finance the acquisition of a Bell 505 Ranger Helicopter for the Sheriff's Office Aviation Unit.

*Commissioner Maddox moved, duly seconded by Commissioner Proctor, approval of Option 1: Approve the Loan Agreement with Regions Bank for the equipment financing of the 505 Bell Helicopter and adopt the associated Resolution and authorize the Chairman to execute; and Option 2: Approve the Cost Sharing Agreement with the City of Tallahassee and authorize the Chairman to execute. The motion carried 7-0.*

Commissioner Dozier commended staff for their work with this project.

## **21. Bid Award for Raymond Tucker Road Drainage Improvement Project**

County Administrator Long introduced the item. He shared this agenda item seeks Board approval to award the bid for the Raymond Tucker Road Drainage Improvement Project to Hale Contracting, Inc. in the amount of \$3,422,413.

- Keith Hetrick, 6306 Weeping Willow Way, shared his stance in support of the project.
- Commissioner Dozier commended staff for working with citizens to address their concerns.

*Commissioner Proctor moved, duly seconded by Commissioner Maddox, for approval of Options 1 & 2: Option 1: Approve the bid award for the Raymond Tucker Road Drainage Improvement Project to Hale Contracting, Inc. in the amount of \$3,422,413 and authorize the County Administrator to execute the Agreement; and Option 2: Approve the Budget Resolution realizing Transportation Trust fund balance. The motion carried 7-0.*

**22. Bid Award for the Construction of Safety Improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line and the Intersection of Knots Lane**

County Administrator Long introduced the item. He shared this item seeks Board approval to award the bid for the construction of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line and the Intersection of Knots Lane to C.W. Roberts Contracting, Inc. in the amount of \$552,578.

*Commissioner Minor moved, duly seconded by Commissioner Maddox, approval of Option 1: Approve the bid award to C.W. Roberts Contracting, Inc. in the amount of \$552,578 for construction of safety improvements on Old Bainbridge Road from North Monroe Street to the Gadsden County Line and the Intersection of Knots Lane and authorize the County Administrator to execute. The motion carried 7-0.*

**23. Bid Award for the Construction of the Apalachee Regional Park Cross Country Facility Improvements**

County Administrator Long introduced the item. He shared this item seeks Board approval to award the bid for the construction of the Apalachee Regional Park Cross Country Facility improvements to Mejia International Group Corporation in the amount of \$2,698,479.

*Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Option 1: Approve the bid award to Mejia International Group Corporation in the amount of \$2,698,479 for the construction of the Apalachee Regional Park Cross Country Facility improvements and authorize the County Administrator to execute the Agreement. The motion carried 7-0.*

**24. Full Board Appointments to the Advisory Committee on Quality Growth, the Board of Adjustments and Appeals, and the Joint City/County Bicycling Workgroup.**

County Administrator Long introduced the item. He shared this agenda item seeks the full Board's consideration of the appointment of citizens to the Advisory Committee on Quality Growth, the Board of Adjustments and Appeals, and the Joint City/County Bicycling Workgroup.

*Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Option 1: Appoint one eligible applicant to the Resident Seat on the Advisory Committee on Quality Growth for a three-year term ending May 31, 2023. The Board appointed: Patrick O'Bryant. The motion carried 7-0.*

*Commissioner Lindley moved, duly seconded by Commissioner Dozier, to approve Option 2: eligible applicant, John Outland, to the Alternate Seat on the Board of Adjustments and Appeals, for the remainder of the three-year term ending June 30, 2022; and Option 3: Appoint eligible applicant, Chris Hudson, to the Joint City/County Bicycling Workgroup, for the remainder of the unexpired term ending December 31, 2020. The motion carried 7-0.*

### **SCHEDULED PUBLIC HEARINGS, 6:00 P.M.**

#### **25. Second and Final Public Hearing to Consider Adoption of an Ordinance Amending Section 10-1.101 of the Land Development Code Entitled "Definitions" and Creating a New Section 10-6.820, Entitled "Solar Energy Systems"**

County Administrator Long announced the public hearing. He indicated that the item seeks approval to allow the adoption of an ordinance amending section 10-1.101 of the Land Development Code. He further noted this item provides for the second and final of two required Public Hearings for Board adoption of an Ordinance that will encourage the use of solar energy systems as an alternative and sustainable source of renewable energy by providing a minimal and expedited permitting process with minimal permit costs for prospective applicants.

Chair Desloge called for public comment.

- Elva Peppers, 221-4 Delta Court, Florida Environmental Land Services, representing Summit Partners, LLC, spoke in opposition to the Type D buffer requirement for all land use types and spoke in support in support of a Type A buffer for utility-scale projects in non-residential areas.
- Dr. Pamela Hall, 5051 Quail Valley, spoke in support of staff recommendations and adoption of the Ordinance. She opposed the buffers suggested. She noted two ways of thinking is the cost of the buffers; urban fringe – rural residential areas and that the solar farms don't count as open space.
- Kim Ross, 1203 Buckingham Drive, Director of ReThink Energy Florida, endorsed Dr. Hall's options. She spoke in the support of the motion.
- Mike Rychlik, 9601-68 Miccosukee Road, Keep it Rural, spoke in support of adoption of the Ordinance and commended DSEM staff for their work on this issue.
- Neil Fleckenstein, 13093 Henry Beadel Drive, Tall Timbers, commended staff and spoke in support of adoption of the ordinance as presented.
- Tracy Bensley, 3021 Eagle Point Way, General Manager of Talquin Electric, commended staff for their work and spoke in support of the Ordinance.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the second and final Public Hearing and adopt an Ordinance amending Section*



10-1.101 of the Land Development Code, entitled "Definitions" and creating a new Section 10-6.820, entitled "Solar Energy Systems". The motion carried 7-0.

**26. First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws Entitled, "Additional Civil Traffic Penalty"**

County Administrator Long announced this item. He shared this item requests the Board to conduct the first and only public hearing to consider an Ordinance increasing the Additional Civil Traffic Penalty from \$3 to \$5 which will provide increased funding for Leon County Schools high school driver education programs.

Commissioner Jackson spoke in support of the Ordinance and reflected on the funds being used to support driver's education in Leon County.

*Commissioner Maddox moved, duly seconded by Commissioner Jackson, approval of Option 1: Conduct the first and only public hearing and adopt an Ordinance amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws entitled, "Additional Civil Traffic Penalty". The motion carried 7-0.*

**27. First and Only Public Hearing to Consider Adoption of Ordinance Amending Chapter 16, Article V, Leon County Code, Regarding Communications Facilities and Utility Poles Within the Public Rights-of-Way**

County Administrator Long announced the item. He noted that pursuant to Board direction at the meeting of December 10, 2019, this item requests the Board conduct the first and only public hearing to consider adopting an Ordinance amending Chapter 16, Article V, of the Leon County Code of Laws, regarding the regulation of communications facilities and utility poles with the public rights-of-way.

*Commissioner Dozier moved, duly seconded by Commissioner Maddox, approval of Option 1: Conduct first and only public hearing and adopt Ordinance amending Chapter 16, Article V, Leon County Code, regarding communications facilities and utility poles within the public rights-of-way. 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. OR list speakers.

**COMMENTS/DISCUSSION ITEMS**

**County Attorney Thiele:**

- No additional comments.

**County Administrator Long:**

- No additional comments.

**COMMISSIONER DISCUSSION ITEMS**

**Commissioner Dozier:**

- Highlighted the upcoming Florida Association of Counties (FAC) Legislative Day on Wednesday, January 29, 2020.
- Discussed the invocation process and stated her plans to explore other broader opportunities for varied speakers.
- Reflected on her time serving on COCA. She confirmed with the County Administrator that the agenda item for the upcoming COCA grants would be expedited and included on the February 11 Board agenda.
- Inquired when the County's Federal and State lobbyist contracts were up for renewal and requested that staff explore the possibility of the State lobbyist engaging local State agencies throughout the year.
  - Andrew Johnson, Assistant to the County Administrator, explained that the County's Federal and State lobbyist contracts included two-year extensions and the current contract is the first one-year extension.
  - County Administrator Long stated that the existing contract has the flexibility to include the lobbying of State agencies and staff will include this request in the agenda item for future contracts.

**Commissioner Proctor:**

- Acknowledged staff for an outstanding retreat and the new direction for the Library.
- Noted that the Tallahassee-Leon County Bicentennial Committee would be meeting on Wednesday, January 29<sup>th</sup>.
- Congratulated Coach Leonard Hamilton, FSU Basketball Coach, and his team, on their outstanding season.

**Commissioner Lindley:**

- Requested an agenda item to explore joining the Florida Department of Elder Affairs, Affairs, AARP Network of Age-Friendly Communities in Florida.
  - *Commissioner Lindley moved, seconded by Commissioner Dozier, to direct staff to prepare an agenda item on joining the Florida Department of Elders Affairs, AARP Network of Age-Friendly Communities. The motion carried 7-0.*

**Commissioner Jackson:**

- Commended the Board for being forward-looking in their planning and providing for the next generation.

**Commissioner Maddox:**

- Expressed his appreciation for this year's Board Retreat.
- Wished his wife Happy Birthday.
- Commended staff on addressing the addition of the blinking light near the intersection of Jim Lee Road and Orange Avenue to provide for safe crossing for the students at Rickards High School.

- Noted that the FAC Legislative Day on Wednesday, January 29, at the Capitol, starts at 7:30 A.M. through 7:30 P.M.

**Vice-Chair Minor:**

- Requested a proclamation for the 100<sup>th</sup> anniversary League of Women Voters.
  - *Commissioner Minor moved, duly seconded by Commissioner Desloge, to present a proclamation recognizing the 100<sup>th</sup> anniversary League of Women Voters at the February 11, 2020 Board meeting. The motion carried 7-0.*
- Requested the County Attorney to provide an agenda item to clarify lobbying in the Ethics Ordinance.
  - *Commissioner Minor moved, seconded by Commissioner Desloge, to direct staff to prepare an agenda item clarifying lobbying in the Ethics Ordinance. The motion carried 7-0.*
- Reflected on the historic significance of Lake Hall School, a one-room schoolhouse, off of Thomasville Road.
  - *Commissioner Minor moved, seconded by Commissioner Desloge to direct staff to prepare an agenda item with options for preserving the Lake Hall Schoolhouse. The motion carried 7-0.*

**Chairman Desloge:**

- Commended staff on this year's Board Retreat.
- Noted that (American Veterans) AMVETS requested that the City and County provide \$7,500 each for the construction of a bell tower at the Tallahassee National Cemetery. He requested an agenda item to consider funding the construction of the AMVETS bell tower.
  - *Commissioner Desloge moved, duly seconded by Commissioner Dozier, to direct staff to provide an agenda item to consider funding the construction of the AMVETS bell tower at the Tallahassee National Cemetery. The motion carried 7-0.*
- Requested a budget discussion item to consider taking over two passive parks currently owned by the Killlearn Acres HOA.
  - Commissioner Dozier would like to include in the analysis, information on the street lighting in neighborhood.
  - *Commissioner Desloge moved, duly seconded by Commissioner Dozier, to direct staff to provide a budget discussion item to consider taking over two passive parks currently owned by the Killlearn Acres HOA and include an analysis on the neighborhood street lighting. The motion carried 7-0.*

**RECEIPT AND FILE:**

- The Housing Finance Authority of Leon County FY2019 Auditor's Reports & Financial Statements
- The Capital Regional Community Development District Meeting Minutes of September 5, 2019

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 7:10 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

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Payment of Bills and Vouchers



---

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

### **Statement of Issue:**

This agenda item requests Board approval of the payment of bills and vouchers submitted April 14, 2020 and pre-approval of payment of bills and vouchers for the period of April 15, 2020 through April 27, 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 April 14, 2020 and pre-approve the payment of bills and vouchers for the period of April 15, 2020 through April 27, 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 April 14<sup>th</sup> meeting, the morning of Monday, April 13, 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 April 28, 2020, it is advisable for the Board to pre-approve payment of the County's bills for April 15, 2020 through April 27, 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 April 14, 2020 and pre-approve the payment of bills and vouchers for the period of April 15, 2020 through April 27, 2020.
2. Do not approve the payment of bills and vouchers submitted for April 14, 2020, and do not pre-approve the payment of bills and vouchers for the period of April 15, 2020 through April 27, 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

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator  
Chasity H. O'Steen, County Attorney

**Title:** Modification of Policy No. 01-05 and Temporary Rules of Procedure for the Use of Communications Media Technology (CMT) to Conduct Virtual Meetings of the Leon County Board of County Commissioners and Boards, Councils and Committees

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Chasity H. O'Steen, County Attorney

### Statement of Issue:

The Governor took the extraordinary measure of issuing Executive Order 20-69 (EO 20-69), which suspends the requirement that local governing bodies have a quorum physically present in a specific public place to conduct public meetings. EO 20-69 further specifically authorizes the use of communications media technology (CMT) to conduct meetings of local governing bodies. Amended Proclamation No. 2020-7, issued on April 8, 2020, authorized the Board of County Commissioners and other County boards, councils, and committees to use CMT to conduct virtual meetings and established the minimum procedures required to promote and preserve decorum and civility and enable the expeditious conduct of business of the County while ensuring procedural due process and the right of public participation required by law. This agenda seeks Board consideration to ratify the modification of Policy No. 01-05 and Temporary Rules of Procedure authorized in Amended Proclamation No. 2020-7.

### Fiscal Impact:

This item has no fiscal impact.

### Staff Recommendation:

Option #1: Ratify the modification of Policy No. 01-05 and Temporary Rules of Procedure for the Use of Communications Media Technology (CMT) to Conduct Virtual Meetings of the Leon County Board of County Commissioners and Other County Boards, Councils and Committees authorized in Amended Proclamation No. 2020-7.

## Report and Discussion

### **Background:**

On March 20, 2020, Governor Ron DeSantis issued Executive Order 20-69 suspending statutory physical quorum requirements for local government public meetings in a specific public place in response to COVID-19 (Attachment #1). The Executive Order specifically authorizes the use of Communications Media Technology (CMT), as provided in section 120.54(5)(b)2., Florida Statutes, to conduct meetings of local governing bodies, and enables such governing bodies to use telephone and video conferencing as options to hold public meetings. The Executive Order does not suspend the requirements of Florida's public records law or the Sunshine Law beyond the specific, discrete parameters explicitly set forth in this paragraph, and the County will only be authorized to conduct virtual meetings using CMT until Emergency Order 20-69 expires or is rescinded.

Board Policy No. 01-05, entitled "Rules of Procedure for Meetings of the Leon County Board of County Commissioners," governs all official meetings of the Board. This agenda item would ratify the modification of Board Policy No. 01-05 and details the County's temporary Rules of Procedure for the use of CMT to conduct virtual Board of County Commission (BOCC) Meetings and establish minimum procedures for meetings of other County boards, councils and committees, in accordance with Executive Order 20-69 and authorized in Amended Proclamation No. 2020-7 (Attachment #2).

### **Analysis:**

Following the Governor's issuance of Executive Order 20-69, the Florida Association of Counties has reported that 50 counties, including Leon County, are continuing to hold regular BOCC meetings either in-person or remotely. Among these counties, a small number have enacted special measures for conducting in-person public meetings including hosting meetings in different/larger venues, conducting health screenings of members of the public prior to entrance, and limiting, discouraging, or restricting attendance in BOCC Chambers. The majority of counties, however, have enacted special measures to conduct public meetings remotely by utilizing CMT and providing for citizen participation by virtual means. For Leon County, these measures include:

- **Notice of Electronic Public Meetings.** The County will post notice of its electronic public meetings in a manner consistent with section 286.011, Florida Statutes. Such notice shall plainly state that a virtual meeting is to be conducted using communications media technology (CMT) and identify the specific type(s) of CMT to be used. Such notice will identify the various platforms available to the public to view the meeting. If a public meeting provides for the opportunity for public comment in general or on a specific item, the notice shall also include instructions regarding how members of the public may submit written comments in a form to be provided by the County on its website, distributed to the members of the Commission in advance of the meeting, and made a part of the meeting record. If the County determines that additional technological means are feasible,

practicable, and available for the public to provide comment, the meeting notice will include instructions to the public regarding how members of the public may provide comment using the additional technological means. The meeting notice shall provide the deadline for the submission of public comment in advance of the public meeting, if any.

- **Livestream Meetings:** Remote Commission meetings will be conducted virtually utilizing video conference technology. The public can access meetings in real time via livestreaming on Comcast channel 16, Prism channels 16 & 1016-HD, the County's Facebook page and YouTube channel. Meeting agendas and minutes will continue to be available through the Leon County Website.
- **Public Comment:** An online form will be available through the County's website for citizens to provide written public comment prior to a virtual meeting. The online form will be open and available for members of the public to submit comment until a timeframe specified in the meeting notice, if any. The written comments will be compiled and provided to the members of the County Commission in advance of the meeting and entered into the record at the public meeting. Written comments received by the public will be posted on the County's website in advance of the virtual meeting. Public comment received after the deadline for submission will be made available to the members of the County Commission and entered into the record during the meeting, though the County cannot guarantee that the written comments will be posted on the County website prior to the virtual meeting. If the County determines that additional technological means are feasible, practicable, and available for the public to provide comment, such public comment, in whatever format, shall be made available to the members of the County Commission before action is taken on the matter for which public comment was submitted.
- **Supplemental Procedures of Advisory Bodies, Councils, and Committees:** County advisory boards, councils, and committees may supplement the minimum procedures provided in the Amended Proclamation with additional procedures that promote and preserve decorum and civility and that enable the expeditious conduct of County business and provide the procedural due process and right of public participation required by law as applied to the nature of the specific hearing or matter. Each such board, council, or committee seeking to adopt supplemental procedures will submit them to the County Administrator for ratification by the Board of County Commissioners.
- **Disruptions and Adjournment:** If, during the conduct of a public meeting utilizing CMT pursuant to the Amended Proclamation, the meeting is interrupted through disruptions or glitches in the technology being used, the Chair will recess the meeting until the interruption is resolved. If the interruption cannot be resolved in a reasonable amount of time, the meeting shall be adjourned. The temporary recess or termination of a meeting is to assure compliance with the Sunshine Law.

Title: Modification of Policy No. 01-05 and Temporary Rules of Procedure for the Use of Communications Media Technology (CMT) to Conduct Virtual Meetings of the Leon County Board of County Commissioners and Boards, Councils and Committees

April 14, 2020

Page 4

---

**Options:**

1. Ratify the modification of Policy No. 01-05 and Temporary Rules of Procedure for the Use of Communications Media Technology (CMT) to Conduct Virtual Meetings of the Leon County Board of County Commissioners and Other County Boards, Councils and Committees authorized in Amended Proclamation No. 2020-7.
2. Do not ratify the modification of Policy No. 01-05 and Temporary Rules of Procedure for the Use of Communications Media Technology (CMT) to Conduct Virtual Meetings of the Leon County Board of County Commissioners and Other County Boards, Councils and Committees authorized in Amended Proclamation No. 2020-7.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Governor's Executive Order Number 20-69: Local Government Public Meetings
2. Amended Proclamation No. 2020-7, Modification of Policy No. 01-05 and Temporary Rules of Procedure for the Use of CMT to Conduct Virtual Meetings of the Leon County Board of County Commissioners and Other County Boards, Councils and Committees

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-69

(Emergency Management – COVID-19 – Local Government Public Meetings)

**WHEREAS**, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of COVID-19; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

**WHEREAS**, on March 17, 2020, I wrote a letter to Attorney General Ashley Moody seeking an advisory opinion regarding concerns raised by local government bodies about their ability to hold meetings through teleconferencing and other technological means in order to protect the public and follow the CDC guidance regarding social distancing; and

**WHEREAS**, on March 19, 2020, Attorney General Ashley Moody delivered an opinion to me indicating that certain provisions of Florida law require a physical quorum be present for local government bodies to conduct official business, and that local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in person, or that the in person requirement for constituting a quorum is lawfully suspended during the state of emergency; and

**WHEREAS**, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure;

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby suspend any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place.

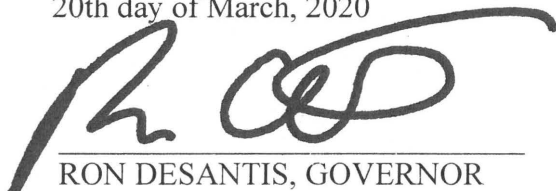
Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

Section 3. This Executive Order does not waive any other requirement under the Florida Constitution and “Florida’s Government in the Sunshine Laws,” including Chapter 286, Florida Statutes.

Section 4. This Executive Order shall expire at the expiration of Executive Order 20-52, including any extension.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

TALLAHASSEE, FLORIDA  
2020 MAR 20 AM 9:38  
FILED

**AMENDED PROCLAMATION DECLARING A CONTINUING  
LOCAL STATE OF EMERGENCY IN LEON COUNTY, FLORIDA  
PROCLAMATION NO. 2020-7  
COVID-19**

WHEREAS, the Board of County Commissioners of Leon County, Florida (the “Board”) has adopted the Emergency Management Ordinance, being codified in Chapter 2, Article VIII of the Code of Laws of Leon County, Florida (the “Ordinance”), providing authorization for the Board or its designee to declare an extension to a previously issued declaration of local State of Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the United States Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures; and

WHEREAS, on March 16, 2020, Leon County declared a local State of Emergency effective March 16, 2020, at 2:00 p.m., for a period of seven days, to authorize continued coordination with state and other local authorities and to take all actions necessary to address the threat of a public health crisis resulting from COVID-19; and

WHEREAS, on March 23, 2020, Leon County extended the local State of Emergency effective March 23, 2020, at 2:00 p.m., for a period of seven days; and

WHEREAS, to reduce the spread of COVID-19, the CDC and the Florida State Department of Health recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing of at least six feet between persons in smaller gatherings; and

WHEREAS, federal and state health officials have indicated that they expect additional cases of COVID-19 to be identified in the coming days and, based on the highly contagious nature of COVID-19, additional person-to-person transmission is likely; and

WHEREAS, on March 24, 2020, Governor DeSantis issued Executive Order 20-83, directing the Surgeon General and State Health Officer to issue a public health advisory to all persons over 65 years of age and to persons with certain underlying medical conditions that place them high risk of serious illness from COVID-19 to urge them to stay home and take measures to limit their exposure to COVID-19; and

WHEREAS, Executive Order 20-83 further directed the Surgeon General and State Health Officer to issue a public health advisory against all social or recreational gatherings of 10 or more people; and

WHEREAS, public health experts have urged governmental entities to mandate stricter adherence to CDC social distancing guidelines of at least six feet between persons to mitigate further spread of COVID-19, and

WHEREAS, multiple local jurisdictions in Florida and Georgia have declared local states of emergency to address the threat of a public health crisis resulting from COVID-19; and

WHEREAS, should COVID-19 spread in Leon County at a rate close to what some other communities in Florida and Georgia are experiencing it would strain local resources and capabilities; and

WHEREAS, on March 25, 2020, Leon County issued Amended Proclamation No. 2020-3; and

WHEREAS, on March 29, 2020, President Donald J. Trump announced that the “15-Days to Slow the Spread” guidelines will continue until April 30, 2020; and

WHEREAS, on March 30, 2020, Leon County issued Proclamation No. 2020-4; and

WHEREAS, on April 1, 2020, Governor DeSantis issued Executive Order 20-91, providing Safer at Home directives for all persons in Florida; and

WHEREAS, on April 2, 2020, Governor DeSantis issued Executive Order 20-92, which amended Executive Order 20-91; and

WHEREAS, the provisions of Executive Order 20-91, as amended by Executive Order 20-92, became effective at 12:01 a.m. on April 3, 2020; and

WHEREAS, on April 2, 2020, Leon County issued Amended Proclamation No. 2020-5, which became effective and mandated compliance with Executive Order 20-91, as amended by Executive Order 20-92; and

WHEREAS, on April 6, 2020, Leon County issued Proclamation No. 2020-6, extending the local State of Emergency for a period of seven days; and

WHEREAS, an Emergency as defined in the Ordinance continues to exist in Leon County; and

WHEREAS, a prompt and efficient response and recovery is necessary to safeguard lives and property affected by the Emergency; and

WHEREAS, Article I, Section 24 of the Florida Constitution guarantees a right of public access to all meetings of any collegial public body of the County, and section 286.011, Florida Statutes, commonly referred to as Florida’s “Sunshine Law,” requires meetings of the County to be publicly noticed in advance, open to the public, and documented by minutes that are promptly recorded; and



WHEREAS, recognizing the compelling need to protect life while at the same time maintain the functionality and continuity of government, the Governor took the extraordinary measure of issuing Executive Order 20-69, which suspends the requirement that local governing bodies have a quorum physically present in a specific public place to conduct public meetings; and

WHEREAS, Executive Order 20-69 specifically authorizes the use of communications media technology, as provided in section 120.54(5)(b)2., Florida Statutes, to conduct meetings of local governing bodies; and

WHEREAS, the use of communications media technology during the declared Local State of Emergency due to COVID-19 to conduct meetings of the Board of County Commissioners and its advisory boards, councils, and committees will allow governance to continue while protecting the health and safety of elected officials, staff, and the general public; and

WHEREAS, neither Executive Order 20-69 nor this Amended Proclamation suspend the requirements of Florida's public records laws in any way or the Sunshine Law beyond the specific, discrete parameters set forth in Executive Order 20-69 and this Amended Proclamation.

NOW, THEREFORE, PURSUANT to the authority conferred by Chapter 252, Florida Statutes, and the Ordinance, as Chairman of the Leon County Board of County Commissioners, and pursuant to Section 2-306 of the Code of Laws of Leon County, after consultation with state and local authorities, I find as follows:

1. State of Emergency. A local State of Emergency continues to exist requiring immediate and expeditious action as a result of the threat of a public health crisis within Leon County and neighboring counties, and will continue to exist for a period of five days, effective 12:00 p.m. on April 8, 2020, in accordance with Section 2-307 of the Code of Laws of Leon County.

2. Safer at Home. All persons in Leon County are to continue to abide by the Safer at Home directives issued by Governor DeSantis in Executive Order Number 20-91 and Executive Order 20-92, and any subsequent amendments or extensions issued thereto.

3. Temporary Rules of Procedure for Use of CMT to Conduct Virtual Meetings. Board Policy No. 01-05, entitled "Rules of Procedure for Meetings of the Leon County Board of County Commissioners," which governs all official meetings of the Board, shall be temporarily modified to allow for the use of communications media technology to conduct virtual meetings, as follows:

- (a) Notice of Electronic Public Meetings. The County will post notice of its electronic public meetings in a manner consistent with section 286.011, Florida Statutes. Such notice shall plainly state that a virtual meeting is to be conducted using communications media technology (CMT) and identify the specific type(s) of CMT to be used. Such notice will identify the various platforms available to the public to view the meeting. If a public meeting provides for the opportunity for public comment in general or on a specific item, the notice shall also include instructions regarding how members of the public may submit written comments in a form to be provided by the County on its website, distributed to the members of the Commission in

advance of the meeting, and made a part of the meeting record. If the County determines that additional technological means are feasible, practicable, and available for the public to provide comment, the meeting notice will include instructions to the public regarding how members of the public may provide comment using the additional technological means. The meeting notice shall provide the deadline for the submission of public comment in advance of the public meeting, if any.

- (b) Public Comment. An online form will be available through the County's website for citizens to provide written public comment prior to a virtual meeting. The online form will be open and available for members of the public to submit comment until a timeframe specified in the meeting notice, if any. The written comments will be compiled and provided to the members of the County Commission in advance of the meeting and entered into the record at the public meeting. Written comments received by the public will be posted on the County's website in advance of the virtual meeting. Public comment received after the deadline for submission will be made available to the members of the County Commission and entered into the record during the meeting, though the County cannot guarantee that the written comments will be posted on the County website prior to the virtual meeting. If the County determines that additional technological means are feasible, practicable, and available for the public to provide comment, such public comment, in whatever format, shall be made available to the members of the County Commission before action is taken on the matter for which public comment was submitted.
- (c) Supplemental Procedures of Advisory Boards, Councils, and Committees. Each advisory board, council, or committee of the County may supplement the minimum procedures provided in this Amended Proclamation with additional procedures that promote and preserve the decorum and civility and that enable the expeditious conduct of County business and provide the procedural due process and right of public participation required by law as applied to the nature of the specific hearing or matter. Each such board, council, or committee seeking to adopt supplemental procedures will submit them to the County Administrator for ratification by the Board of County Commissioners.
- (d) Disruptions and Adjournment. If, during the conduct of a public meeting utilizing CMT pursuant to this Amended Proclamation, the meeting is interrupted through disruptions or glitches in the technology being used, the Chair will recess the meeting until the interruption is resolved. If the interruption cannot be resolved in a reasonable amount of time, the meeting shall be adjourned. The temporary recess or termination of a meeting is to assure compliance with the Sunshine Law.


4. Public Education. Due to the extraordinary nature of the Amended Proclamation and the paramount right of the public to participate in the decision-making process of its local government, the County will make reasonable efforts to publicize the subject matter being considered at its meetings and publicize the requirements of Section 3 of this Amended Proclamation.

5. Applicability, Limitation, and Termination. Section 3 of this Amended Proclamation shall apply to all meetings of the Leon County Board of County Commissioners and any of its advisory boards, councils, or committees which operate under the Sunshine Law. Public meetings will comply with all requirements of section 286.011, Florida Statutes, and, for the County Commission, Policy No. 01-05, which have not otherwise been suspended or waived pursuant to Executive Order 20-69 and this Amended Proclamation. Section 3 of this Amended Proclamation shall remain in effect until superseded by action of the Leon County Board of County Commissioners, until modified or terminated by a subsequent proclamation, or until Executive Order 20-69 expires or is rescinded, whichever first occurs.

THIS PROCLAMATION authorizes the continued activation of the Leon County Comprehensive Emergency Management Plan and the exercise of all powers provided by Chapter 252, Florida Statutes, and Chapter 2, Article VIII of the Code of Laws of Leon County, Florida.

Dated this 8th day of April, 2020.


LEON COUNTY, FLORIDA

By:   
Bryan Desloge, Chairman  
Board of County Commissioners

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

APPROVED AS TO FORM:  
Leon County Attorney's Office

By: 

By:   
Chasity H. O'Steen, Esq.  
County Attorney

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #4**

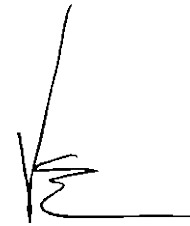
# Leon County Board of County Commissioners

## Agenda Item #4

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** Commissioner Appointment to the Contractors Licensing and Examination Board

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Mary Smach, Agenda Coordinator

### **Statement of Issue:**

This agenda item seeks Board ratification of the appointment of a citizen to the Contractors Licensing and Examination Board made by an individual Commissioner.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Ratify Commissioner Maddox' appointment of David Fronczak to the Contractors Licensing and Examination Board for a three-year term ending March 31, 2023.

## Report and Discussion

### **Background:**

Pursuant to Policy No. 03-15, “Board-Appointed Citizen Committees”, a consent item is presented to fill vacancies for individual Commissioner appointment of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **Contractors Licensing and Examination Board (CLEB)**

Purpose: The responsibilities of CLEB are to accept and approve or disapprove applications, administer examinations for contractor licenses and issue contractor certificates. CLEB has the authority to discipline contractors; revoke, suspend or deny issuance or renewal of the contractor’s license or registration; and impose an administrative fine for violations of building codes or State Statutes.

Composition: The CLEB has 7 citizen members appointed by the Board of County Commissioners with each Commissioner appointing one member. All members must be registered voters in Leon County. Members serve three-year terms, expiring March 31. The membership should include, whenever possible:

- one architect or engineer
- one business person
- one general contractor or other contractor (building or residential) who is registered or certified
- one pool/spa contractor or other contractor (sheet metal, roofing, air-conditioning, mechanical, pool/spa servicing, or plumbing) who is registered or certified
- three consumer representatives who may be any resident of Leon County that is not, and has never been, a member or practitioner of a profession regulated by the Contractors Licensing and Examination Board or a member of any closely related profession

The current membership includes:

- one architect
- one business person
- two building contractors
- one pool contractor
- one consumer representatives

Vacancy: Member Shaddrick Haston (Consumer Rep) has resigned. Commissioner Maddox has reviewed the applications of the eligible applicants and has selected the applicant as listed in Table #1.

*Table #1: Contractors' Licensing & Examination Board*

<b>Vacancy</b>	<b>Term Expiration</b>	<b>Commissioners' Selected Eligible Applicants</b>	<b>Assigned Seat Category</b>	<b>Recommended Action</b>
Shaddrick Haston (Consumer Rep) <i>(resigned)</i>	3/31/2020	David Fronczak <i>(Attachment #1)</i>	Architect	Ratify Commissioner Maddox' appointment for a three-year term ending March 31, 2023.

**Options:**

1. Ratify Commissioner Maddox' appointment of David Fronczak to the Contractors Licensing and Examination Board for a three-year term ending March 31, 2023.
2. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Fronczak application and resume



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
CONTRACTORS LICENSING AND EXAMINATION BOARD**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.  
Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. David Fronczak		<b>Date:</b> 3/5/2020 8:51:01 AM	
<b>Home Address:</b>	3206 Springdale Drive Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 933-0069	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	fronczak58@msn.com	<b>How many years have you lived in Leon County?</b>	40

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Barnett Fronczak Barlowe & Shuler Architects	<b>Work Address:</b>	2074 Centre Pointe Boulevard Tallahassee, FL 32312
<b>Occupation:</b>	Architect		
<b>Work/Other Phone:</b>	(850) 224-6301		

**(OPTIONAL)**

Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

<b>Race:</b>	White	<b>Gender:</b>	M	<b>Age:</b>	68
<b>District:</b>	District II	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

References (you must provide at least one personal reference who is not a family member):

<b>Name:</b>	Kristin Dozier	<b>Name:</b>	Herb Thiele
<b>Address:</b>	Leon County Board of County Commissioners	<b>Address:</b>	Leon County Board of County Commissioners
<b>Phone:</b>	(850) 606-5365	<b>Phone:</b>	(850) 606-2500

**Resume Uploaded?** Yes

If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

**(COMMITTEE QUESTIONNAIRE)**



## IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, you will be obligated to follow any applicable laws regarding government-in-the-sunshine, code of ethics for public officers, and public records disclosure.

The consequences for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority action and of any subsequent action by the Board of County Commissioners. In order to be familiar with these laws and to assist you in answering the following questions, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

Have you completed the Applicant Orientation for membership on Citizen Committees, Board & Authorities?\* **No** **YES per email**

**Your application will only be considered if you have completed the online orientation.**

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?\* **No**

Have you served on any previous Leon County committees?\* **Yes**

If Yes, on what Committee(s) have you served? **Tallahassee/Leon County Planning Commission**

Are you willing to complete a financial disclosure if applicable?\* **Yes**

Do you know of any circumstances that would result in you having to abstain from voting on a Committee/Board/Authority due to voting conflicts? (Not applicable to Focus Groups)\* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?\* **Yes**

If yes, please explain **Our firm is a Minor Services Architect with Leon County**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?\* **No**

Do you currently have any employment or contractual relationship that would create a continuing or frequently recurring conflict with regard to your participation on a Committee/Board/Authority? (i.e. would you have frequent or reoccurring voting conflicts?)\* **No**

Do you foresee participating in any competitive bid process for Leon County business during your time serving on this committee/board/authority?\* **No**

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?\* **No**

### Members must be voters registered in Leon County

Are you a registered voter in Leon County? **Yes**

### Members must meet one of the membership eligibility criteria as listed below. Please indicate your area of expertise.

- Architect
- Engineer
- Business person
- General contractor or other contractor (building & residential) who is registered or certified under Section 489.105(3)(a) (c). F.S.
- Pool/spa contractor or other contractor (sheet metal, roofing, air conditioning, mechanical, plumbing, excavation or solar) who is registered or certified under Section 489.105(3)(d) (o). F.S.
- Consumer representative who is not, and has never been, a member or practitioner of a profession regulated by the Contractors Licensing and Examination Board or a member of any closely related profession.

All members of the board, except for the consumer representatives, shall be licensed in this State and actively engaged in the profession they represent on the Board

Are you licensed in the state of Florida and actively engaged in that licensed profession? **Yes**

All statements and information provided in this application are true to the best of my knowledge.

Signature: *Mr. David Fronczak*

The application was electronically sent: 3/5/2020 8:51:01 AM

**From:** [David Fronczak](#)  
**To:** [Mary Smach](#)  
**Subject:** RE: EFA & CLEB Applications Received  
**Date:** Thursday, March 5, 2020 9:53:58 AM  
**Attachments:** [66F479A8D5D247B5B6A023395B5976A8.png](#)

---

Mary,

I just completed going through the Powerpoint Presentation on Disclosure, Public Records, etc. It was very well done. Let me know if you need anything else from me.

Dave Fronczak

Sent from [Mail](#) for Windows 10

---

**From:** [Mary Smach](#)  
**Sent:** Thursday, March 5, 2020 9:27 AM  
**To:** [fronczak58@msn.com](mailto:fronczak58@msn.com)  
**Subject:** EFA & CLEB Applications Received

Dear David Fronczak,

Thank you for your interest in serving on a citizen committee. Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community.

We received your applications (attached) for the Leon County Educational Facilities Authority (EFA) and the Contractors Licensing & Examination Board (CLEB). We currently have vacancies on the EFA & CLEB.

However, your applications indicate that you did not complete the [Application Orientation](#). Unfortunately, your applications are incomplete until you have completed this online orientation. Please review the orientation and let me know by email when you have completed it. At that time, I will forward your application to the appropriate personnel. We will keep your application on file for a period of two years.

If I can be of any further assistance please feel free to contact me.

Regards,



Mary Smach  
Agenda Coordinator  
County Administration  
301 S. Monroe St. | Tallahassee, FL 32301  
(850) 606-5311 /work | (850) 606-5301 /fax  
[Smachm@leoncountyfl.gov](mailto:Smachm@leoncountyfl.gov)

*People Focused. Performance Driven.*

Please note that under Florida's Public Records laws, most written communications to or from County staff or officials regarding County business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.



**DAVE FRONCZAK, AIA**  
*Partner, Architect*



**EDUCATION**

University of Notre Dame  
Bachelor of Architecture 1974

**REGISTRATION**

State of Florida #75111  
NCARB #158211

**AFFILIATIONS**

Tallahassee- Leon County Planning Commission  
Past Chairman and Commission Member  
Florida Board of Architecture and Interior Design -  
Past Chairman and Board Member  
North Florida Central Chapter American Institute of  
Architects - Past President  
NCARB - Past Chairman ARE General Structures  
NCARB - Past Examination Committee Member  
American Institute of Architects Member



**TCC Wakulla Environmental Institute**  
Education Facility  
16,000 GSF  
\$3,500,000.00  
Crawfordville, Florida

**EXPERIENCE**

As a Partner, Mr. Fronczak is responsible for Project Management. He has had direct responsibility for many of the major commercial, corporate, and public projects produced by the Tallahassee office since its inception in 1980. Prior to the opening of the Tallahassee office, Dave was a partner in the firm Rowe Holmes Barnett Architects, Inc., Tampa and Tallahassee.

**Fairview Middle School**  
Renovation & Addition  
106,000 GSF  
\$20,000,000.00  
Tallahassee, Florida



**Gretchen Everhart School**  
Addition of New Wing  
7,667 GSF  
\$2,000,000.00  
Tallahassee, Florida



**Conley Elementary School**  
Award-Winning Prototype School  
117,200 GSF  
\$24,000,000.00  
Tallahassee, Florida



**Florida State University  
Academic Center**  
Multi-Purpose Education Facility  
9 stories/600,000 GSF  
\$110,000,000.00  
Tallahassee, Florida



**Roberts Elementary School**  
Award-Winning Prototype School  
1 story/96,850 GSF  
\$8,900,000.00  
Tallahassee, Florida



**Florida Health Care Association**  
Addition & Renovation  
4,400 GSF Addition  
\$2,900,000.00  
Tallahassee, Florida



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Agenda Item #5

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Authorization to Proceed with the Sale of a Portion of County-owned Real Estate Identified as the Leon County Court Annex Building at 1920 Thomasville Road



---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Daniel J. Rigo, Esq., Assistant County Attorney Mitzi McGhin, Real Estate Specialist

### Statement of Issue:

This item seeks Board authorization to proceed with the sale of a portion of an unneeded buffer at the Leon County Court Thomasville Road Annex to the adjacent neighbor on Collins Road which would allow the construction of a second home on the property.

### Fiscal Impact:

This item has a fiscal impact. The estimated value of the property is not more than \$5,000-\$10,000 dollars.

### Staff Recommendation:

Option #1: Authorize staff to proceed under Article 12, Real Estate Policy with the sale of a portion of County-owned real estate identified as the Leon County Court Annex building on Thomasville Road at no cost to the County.

## **Report and Discussion**

### **Background:**

Real Estate Division staff was contacted by the owners of a single-family home, located at 715 Collins Drive in the Pine Grove subdivision to the west the Leon County Traffic Court building on Thomasville Road regarding the possibility of purchasing a portion of a County buffer that abuts his property (Attachment #1). The homeowner wants to construct another single-family home on the property but is constrained by the size of his lot and the current zoning. The owners applied for a rezoning and were informed by the Planning Department that they could only build a small accessory dwelling unless the lot were larger. Buying the additional area from the County would allow them an increased lot size sufficient to rezone to RP-2 for two dwellings on the lot.

As required by Article 12 of the Real Estate Policy, if the County Administrator deems that a sale or lease of County-owned real estate may be in the best interest of the County, the matter shall be presented to the Board for consideration.

### **Analysis:**

The Traffic Court building is designated Urban Pedestrian Zoning (UP-1) and abuts Residential Preservation (RP-1). To increase the density of the homeowner's property, the owner's abutting lot needs to change their zoning to RP-2 and increase the property acreage. Acquiring a portion of the Traffic Court buffer is the only way to increase their lot size (Attachment #2).

To determine if the County could sell the buffer and remain in compliance with required land use and landscaping buffering, the City Growth Management Department was contacted. The City Land Use Administrator indicated that the current 25-foot buffer for the Traffic Court property was more than current code requirements and could be reduced to ten feet or less. The adjacent owners would like to obtain as much of the buffer as possible.

Due to the Traffic Court property encompassing two lots in the Pine Grove Subdivision, to effectuate the sale of a portion of the buffer, a re-platting of the subdivision would need to occur (Attachment #3). The Traffic Court property is completely developed, and the County has no use for the current buffer other than to meet land use/permitting requirements.

The abutting owners have agreed to pay all costs related to acquiring the property including; re-platting, appraisal, advertising and surveying. It is recommended that the Board consider authorization to proceed with the disposition by sale of a 15 (+/-) foot buffer strip lying along/parallel to the west property line of the Traffic Court property. It is estimated that the value of the property is between \$5,000 and \$10,000 dollars.

Upon the Board's approval, staff would negotiate with the abutting owners pursuant to Article 12 of the Real Estate Policy to transact the sale of the property.

Title: Authorization to Proceed with the Sale of a Portion of County-owned Real Estate Identified as the Leon County Court Annex Building at 1920 Thomasville Road

April 14, 2020

Page 3

---

**Options:**

1. Authorize staff to proceed under Article 12 of the Real Estate Policy with the sale of a portion of County-owned real estate identified as the Leon County Court Annex Building on Thomasville Road at no cost to the County.
2. Do not authorize staff to proceed with the sale of a portion or any interest in County-owned real estate identified as the Leon County Court Annex Building on Thomasville Road.
3. Board direction.

**Recommendation:**

Option #1

Attachments:

1. March 10, 2020 request from Jacob Mendelson
2. Site Map with highlighted buffer area
3. Plat of Pine Grove Subdivision



## Mitzi McGhin

---

**From:** Scott Ross  
**Sent:** Thursday, March 12, 2020 5:58 PM  
**To:** Mitzi McGhin  
**Cc:** Michael Battle; Daniel Rigo  
**Subject:** FW: Leon County Court Annex Buffer Strip

Mitzi – Please start drafting an item for the first meeting in April.

Thanks,



Scott Ross

Director  
Office of Financial Stewardship,  
301 S. Monroe Street, Tallahassee, FL 32301  
(850) 606-5117 /work | (850) 606-5101 /fax  
rosss@leoncountyfl.gov

*People Focused. Performance Driven.*

---

**From:** Jacob Mendelson <jacob.mendelson@gmail.com>  
**Sent:** Tuesday, March 10, 2020 7:39 PM  
**To:** Scott Ross <RossS@leoncountyfl.gov>  
**Subject:** Re: Leon County Court Annex Buffer Strip

Mr Ross,

I am writing to inquire if the county would be willing to sell me all or a portion of the land strip buffer zone on the west side of the Leon County Court Annex parking lot at 1920 Thomasville Road, 32303.

My family shares this property line with the county and I believe it would be in the best interest of both the county and myself if I was to take over ownership of this strip of land.

**1)It would allow me to increase my lot size sufficient to rezone, so that my family can stay in our neighborhood.** We are outgrowing our house and love our neighborhood. Even a portion of this strip of land would be sufficient to allow us to rezone to RP-2 which would allow the construction of a larger home in our backyard.

**2) Increase County Tax Revenue in perpetuity** - If acquired this strip of land would represent a pure, new increase in tax revenue for the county at no burden to any taxpayer but myself.

**3)Promotes Leon County goals of increasing urban-infill and urban density.** Without this strip of land my family will be forced to move further outside of the urban area of Tallahassee in order to purchase a equal size house we can afford.

**4) It would allow me to reduce the cost of fencing the property line between the courthouse and my home, while improving the aesthetic of the county property.** Currently the county has no obligation to erect or maintain a fence, I am willing to incur that cost and erect a fence regardless, in a manner that both ensures the safety of my family as well as the county citizens who park in the parking lot. Since our current property line is shared by multiple large trees, I

will have to zig zag to fence the property line. Increasing costs thereby reducing my ability to account for the outdoor environment of my county neighbors using the parking lot and courthouse annex.

**5) The county can save thousands dollars in tree removal while reducing potential litigation from falling trees.** I will remove the dangerous water-oaks, and other tall trees that currently are shared between our existing property line. If we can acquire this strip of land, those trees will be firmly on our property and we will immediately remove the dangerous ones to protect ourself and county citizens who are sharing the parking lot.

**6) Free County Property Beautification** - if we can acquire this strip of land, the new, straight unobstructed line will allow us to focus our fence building budget on a more aesthetically pleasing fence to be seen from the courthouse side, this saving would also allow us to include the planting of spaced, native, hurricane-resistant trees along the property border at no cost to the county.

**In addition I am willing to pay for all costs associated with the required replat, appraisal and advertising, so this endeavor will not end up costing the county a penny.** I would hope that as neighbors we could strive to mitigate financial loss on my part by allowing the fees associated with the replat and any rezoning fees to be collected at the end of the process. While I understand that a bidding process may be necessary, if possible I was hoping that there was a way to sell this property to me directly (in line with the appraisal price) with the expressed agreement that I will complete a county approved fencing/tree planting property-beautification project on behalf of the county. In this way I can ensure my family safety and future and the County can be improved both fiscally and aesthetically.

However, I understand with county rules this may not be possible. In any path forward I am determined to pursue this goal for my family in whatever way the County determines is possible.



Would you please pass this request on to the Leon County Commission or whichever County board is necessary to get approval for this type of sale.

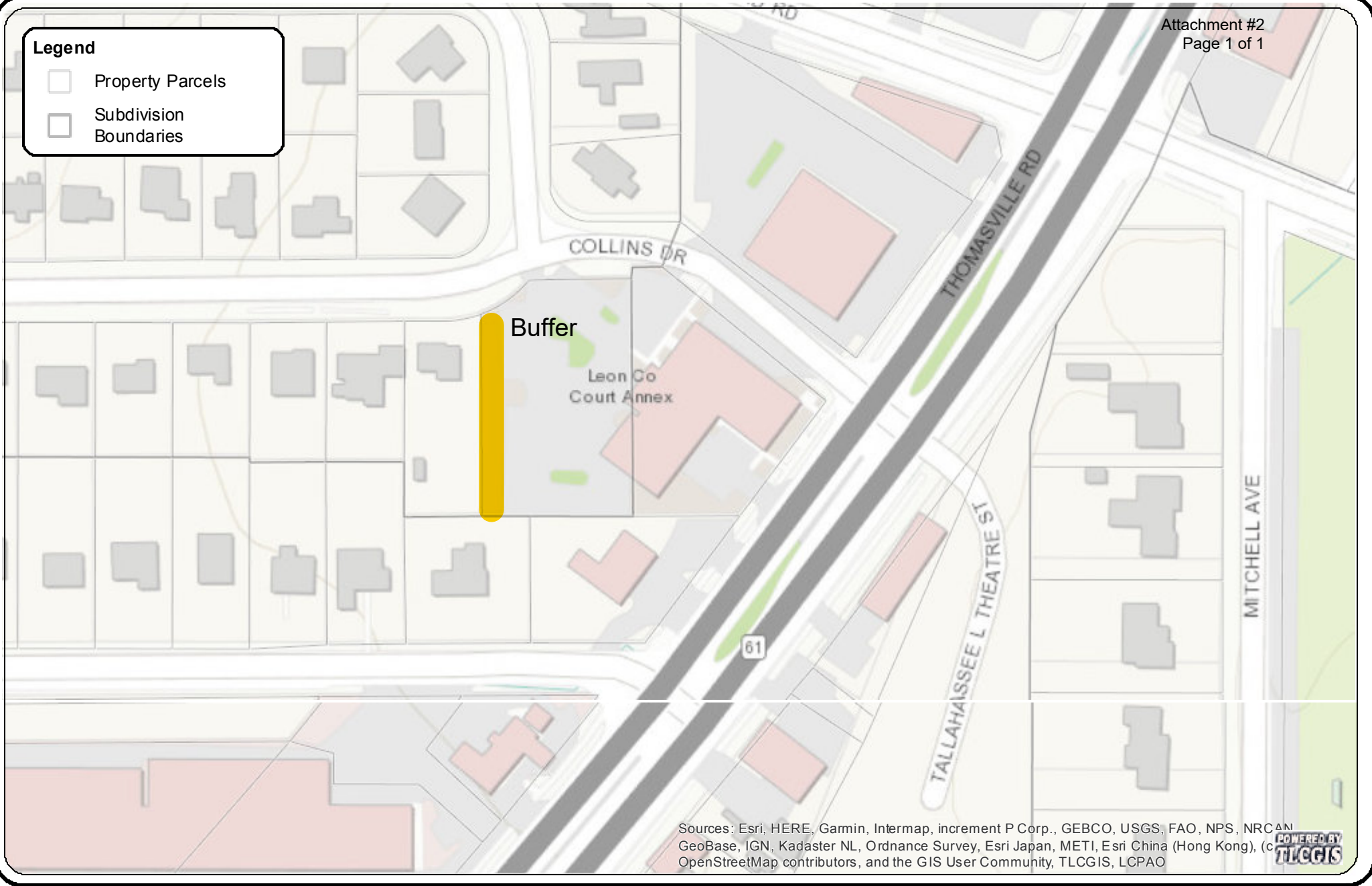
Thank You,

Jacob Mendelson  
(850) 980- 1248

715 Collins Drive  
Tallahassee, FL 32303

**Legend**

-  Property Parcels
-  Subdivision Boundaries



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, OpenStreetMap contributors, and the GIS User Community, TLG GIS, LCPAO



**Land Information COTGM**

**DISCLAIMER**

This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



**Scale:**  
Not To Scale:  
**Date Drawn:**  
March 31, 2020

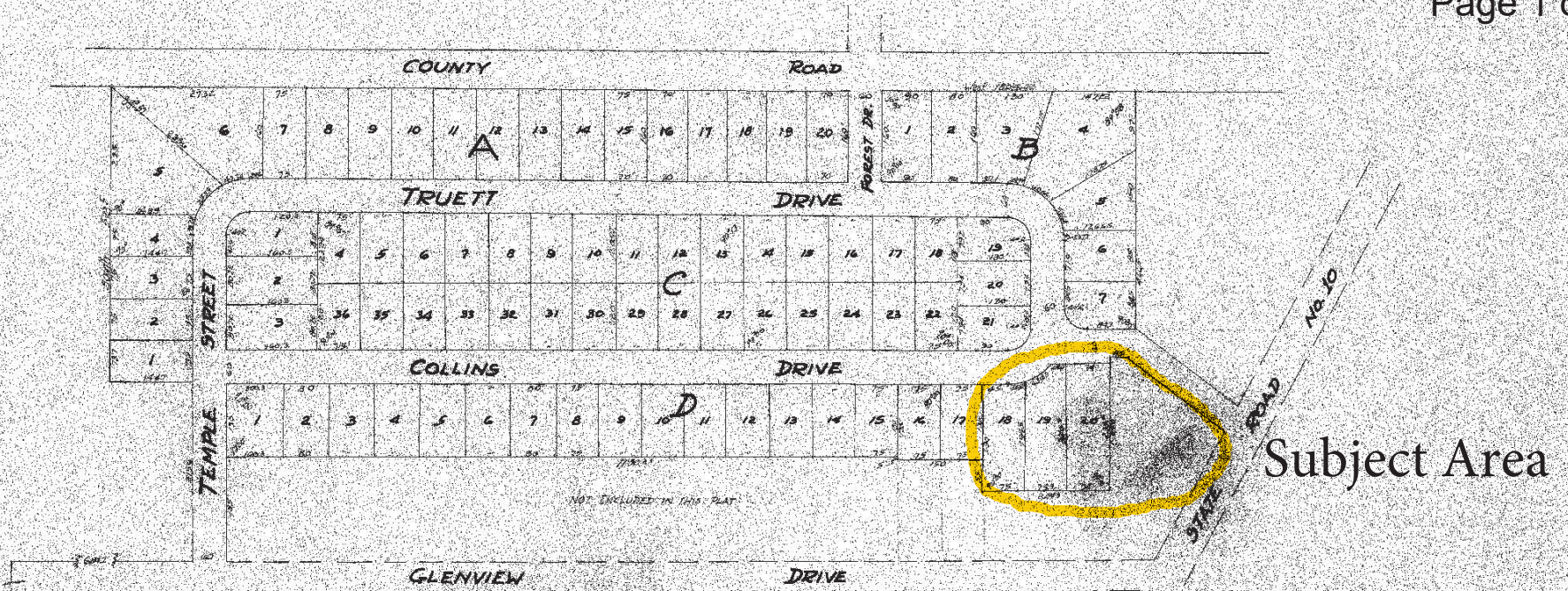
**Tallahassee/Leon County GIS**  
Management Information Services  
Leon County Courthouse  
301 S. Monroe St, P3 Level  
Tallahassee, FL 32301  
Phone: 904-650-2020  
<http://www.tlccgis.org>

**PINE GROVE**  
 LOCATED IN THE S.W. 1/4 OF SEC. 19, T. 1 N. R. 1 E  
 TALLAHASSEE, LEON CO., FLORIDA

OCT. 1946

SCALE 1/100'

15  
 Attachment #3  
 Page 1 of 1



Subject Area

STATE OF FLORIDA  
 COUNTY OF LEON

I, the undersigned, being a duly qualified and licensed Surveyor in and for the State of Florida, do hereby certify that the above and foregoing plat is a correct representation of a survey made under my direction and the angles and distances shown are true and correct to the best of my knowledge and belief, and that permanent reference monuments have been placed according to law.

CHECKED BY Walter H. White, City Engineer  
 APPROVED BY Walter H. White, City Manager

APPROVED BY THE CITY COMMISSION, TALLAHASSEE, FLORIDA, THIS 23rd DAY OF January, A.D. 1946.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEON COUNTY, FLORIDA, THIS 23rd DAY OF January, A.D. 1946.

ACCEPTED FOR FILE AND RECORDED THIS 23rd DAY OF January, A.D. 1946.  
 Plat Book 2 Page 12

Walter H. White  
 Surveyor

Walter H. White  
 City Engineer

Walter H. White  
 City Manager

Walter H. White  
 City Commissioner

Walter H. White  
 County Commissioner

Walter H. White  
 County Clerk

STATE OF FLORIDA  
 COUNTY OF LEON

I HEREBY CERTIFY that the attached plat is a correct representation of a survey made under my direction and the angles and distances shown are true and correct to the best of my knowledge and belief, and that permanent reference monuments have been placed according to law.

CHECKED BY Walter H. White, City Engineer  
 APPROVED BY Walter H. White, City Manager

APPROVED BY THE CITY COMMISSION, TALLAHASSEE, FLORIDA, THIS 23rd DAY OF January, A.D. 1946.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEON COUNTY, FLORIDA, THIS 23rd DAY OF January, A.D. 1946.

ACCEPTED FOR FILE AND RECORDED THIS 23rd DAY OF January, A.D. 1946.  
 Plat Book 2 Page 12

Walter H. White  
 Surveyor

Walter H. White  
 City Engineer

Walter H. White  
 City Manager

Walter H. White  
 City Commissioner

Walter H. White  
 County Commissioner

Walter H. White  
 County Clerk



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #6**

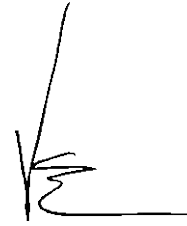
# Leon County Board of County Commissioners

## Agenda Item #6

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** Authorization to Transfer a Surplus Leon County Vehicle to Emergency Care Help Organization (ECHO)

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Shelly Kelley, Director, Purchasing Division Josh McSwain, Director, Fleet Management Division Shington Lamy, Director, Human Services and Community Partnerships Division

### **Statement of Issue:**

This agenda item seeks the Board's consideration of a request from Emergency Care Help Organization (ECHO) for the donation of a Leon County surplus vehicle for its Furniture Bank program. The vehicle is a 2006 Ford F250 truck that would transport donated furniture to homes of low-income and disabled veteran County residents.

### **Fiscal Impact:**

This item has fiscal impact. Proceeds in the amount of an estimated \$5,000 from the sale of the truck at auction would not be collected in the surplus auction account.

### **Staff Recommendation:**

Option #1: Authorize the transfer of the 2006 Ford F250 Leon County surplus truck to Emergency Care Help Organization (ECHO).

## **Report and Discussion**

### **Background:**

This agenda item seeks the Board's consideration of a request from Emergency Care Help Organization (ECHO) for the donation of a Leon County surplus vehicle for its Furniture Bank program. On March 27, 2020, the ECHO submitted a letter to the County requesting the donation of 2006 Ford F250 for its Furniture Bank program after its current pickup truck becomes inoperable (Attachment #1). ECHO is proposing to use the vehicle for the transport of donated furniture to the homes of low-income residents and disabled veterans.

Since 1981 ECHO, a not-for-profit organization has provided emergency assistance, family support and other resources to residents in need, including veterans in the Big Bend area. ECHO's Furniture Bank is funded by the County through the Community Human Services Partnership (CHSP) in the amount of \$20,000 for FY 2020. For nearly twenty years, the Furniture Bank collects gently used furniture donated from the public and redistributes it to Leon County residents in need, free of charge.

While many of these clients have found and paid for new accommodations, they have spent months occupying empty living spaces because there is no money left to buy furniture. An additional benefit of this program is that it keeps this furniture out of the landfill, reducing waste and stewarding its responsible re-use.

### **Analysis:**

Pursuant to Section 274.05, Florida Statutes, the County may classify any of its tangible property as surplus that it finds to be obsolete or the continued use is found to be uneconomical, inefficient, or serves no useful function. In these instances, the surplus property may be sold or donated to any other governmental unit or non-profit organization, as defined in Section 273.01(3), Florida Statutes, which the County has done in the past. This item has a potential fiscal impact to the County of not realizing \$5,000 in revenue, as the County can typically sell this type of surplus vehicle at auction for \$5,000.

ECHO has indicated that they need this type of vehicle due to their limited resources for capital funding and the age of the current vehicle being utilized in this program. ECHO desires the transfer of this vehicle so that they may continue assisting citizens with the Furniture Bank program. While they do receive funds through the CHSP process, a capital contribution to the agency in the form a vehicle would be allowed by the County's discretionary funding ordinance.

By transferring this surplus vehicle and assisting ECHO in improving their fleet, Leon County benefits by assisting a reliable community partner to serve the community's needs. Pursuant to Section 274.05, Florida Statutes, the cost of transferring title of the vehicle is required to be paid by ECHO. Staff is recommending that the Board authorize the transfer of a 2006 Ford F250 surplus fleet truck to ECHO.

Title: Authorization to Transfer a Surplus Leon County Vehicle to Emergency Care Help Organization (ECHO)

April 14, 2020

Page 3

---

**Options:**

1. Authorize the transfer of the 2006 Ford F250 Leon County surplus truck to Emergency Care Help Organization (ECHO).
2. Do not authorize the transfer of the 2006 Ford F250 Leon County surplus truck to Emergency Care Help Organization (ECHO).
3. Board direction.

**Recommendation:**

Option # 1

**Attachment:**

1. Letter from the Executive Director of ECHO requesting the vehicle donation.



March 27, 2020

Shington Lamy, Director  
Office of Human Services and Community Partnerships  
Leon County, FL

Dear Shington:

Your office plays a vital role in promoting and supporting the health, safety, and welfare of Leon County citizens. Complementing these three facets of a community's quality of life, a local program delivers each one along with *sustainability* that enhances it environmentally and economically as well.

For nearly twenty years, the Furniture Bank of Tallahassee, a service of ECHO, has been collecting gently-used furniture donated from the public and redistributing it to our neighbors in need free of charge. Our clients have found and paid for new accommodations, but have spent months occupying empty living spaces because there is no money left to buy furniture.

Our program steps in and literally fills the void by supplying beds, dressers, sofas and dining tables which have been generously donated by individuals and businesses here in Leon County. We can convert an empty apartment into a furnished home in about an hour. This means that a formerly homeless veteran will not have to use trash bags as closet space. This also means that a formerly homeless family will not have to eat dinner again while sitting on the floor, nor will have to sleep on that same floor. And all of the furniture is kept out of landfill, reducing waste and stewarding its responsible reuse.

Over the years, we have served anywhere between 120-150 households per year and have saved each of them well over \$500 in out-of-pocket expenses for furniture, which is a big help when one is starting over in their life. I find those totals to be rather remarkable because this program operates with a staff of only three employees (two full-time and one part-time), an aging pickup truck, and several loyal volunteers.

With limited resources for capital expenditures, we are seeking aid from the Board of County Commissioners to consider donating the soon-to-be-surplus 2006 Ford F250 truck in its fleet. As we've successfully demonstrated the impact of sustainability with furniture and other household items, we most certainly can do the same with the county's vehicle in lieu of it being auctioned. Your support of this request is appreciated.

Respectfully,

Freddy Branham  
Executive Director



emergency care help organization

548 east bradford road  
tallahassee, fl 32303  
850.224.3246  
www.echotlh.org

freddy branham  
executive director

andrew bascom  
president  
waddell & reed advisors

keith gaskins  
immediate past president  
gaskins coating company

chip hartung  
treasurer  
coldwell banker  
hartung & noblin

patricia mccray  
secretary  
butterfly life journeys

fred springer  
bryant miller olive

sarah suskey  
president-elect  
the advocacy group  
at cardenas partners

"...in as much as you did it to  
one of the least of these my  
brethren, you did it to me"  
-matthew 25:40

Posted April 8, 2020

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

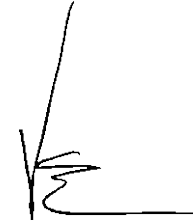
## Agenda Item #7

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Bid Award for Septic System Services, Continuing Supply



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Wanda Hunter, Assistant County Administrator Brent Pell, P.E., Director of Public Works Shington Lamy, Director, Office of Human Services and Community Partnerships Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Charles Wu, P.E., Director of Engineering Services Theresa Heiker, P.E., Stormwater Management Coordinator Matthew G. Wyman, Housing Services Manager Shelly Kelly, Purchasing Director

### **Statement of Issue:**

This item seeks Board approval to award the bid for Septic Services, Continuing Supply to Brian's Septic Service, and Apalachee Backhoe and Septic Tank LLC. These contracts will primarily be used to repair or replace on-site septic systems associated with the Advanced Septic System Pilot Project; however the contractors may be requested to provide these services for other County projects such as housing rehabilitation projects as needed.

### **Fiscal Impact:**

This item has a fiscal impact. Adequate funds are included in the FDEP Springs Restoration Grant account for the Advanced Septic System Pilot Project and the SHIP Trust Fund for projects associated with housing rehabilitation projects. This is a unit price contract and the Contractors will be paid based on the actual quantity used for each individual pay item.

### **Staff Recommendation:**

Option #1: Approve the bid awards to Brian's Septic Service, and to Apalachee Backhoe and Septic Tank, LLC for Septic System Services, Continuing Supply (Attachment #1) and authorize the County Administrator to execute both agreements.

## Report and Discussion

### **Background:**

This item seeks Board approval to award the bid for Septic Services, Continuing Supply to Brian's Septic Service, and Apalachee Backhoe and Septic Tank LLC. These contracts will primarily be used to repair or replace on-site septic systems for the Advanced Septic System Pilot Project; however, the contractors may be requested to provide these services for other County projects such as housing rehabilitation projects as needed. The bid award advances the following FY2017-FY2021 Strategic Initiative and Bold Goal:

- *Continue to work with the State as a host community in evaluating pilot technologies for new advanced wastewater treatment septic tanks. (2017-7)*
- *Upgrade or eliminate 500 septic tanks in the Primary Springs Protection Zone. (BG2)*

This Strategic Initiative aligns with the Board's Environment Strategic Priorities:

- *(EN1) Protect the quality and supply of our water.*
- *(EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.*
- *(EN3) Promote orderly growth and sustainable practices.*

The Board directed staff in April 2016 to work with the Northwest Florida Water Management District (NFWFMD) regarding alternate on-site sewage treatment technologies for nitrate removal. The alternate technologies can be utilized where it is not cost-effective or technically feasible for central sewer. The Florida Department of Environmental Protection (FDEP) designated a total of \$1.5 million in grants from the Springs Restoration Program for an Advanced Septic Systems Pilot Project for replacement of Onsite Sewage Treatment and Disposal Systems (OSTDS) with the alternative technologies.

Leon County accepted the initial grant of \$750,000 in October 2017. This grant will be used in the Wilkinson Woods subdivision, a primarily mobile home neighborhood located in the Primary Springs Protection Zone northeast of Woodville. The subdivision lots average 2.8 acres in size making the area not cost-effective for central sewer. Performing the work in a single area will provide more uniform conditions to evaluate the relative effectiveness of the new technologies. The second grant of \$750,000 was accepted by the Board in September 2018 for use throughout the Wakulla Basin Management Action Plan Priority Focus Area. Both grants were awarded without a grant match requirement from the County.

The Division of Housing Services (Housing Services) administers various programs, primarily funded by the State Housing Initiatives Partnership (SHIP) Program, to provide repairs to homes of low-income homeowners living in the unincorporated areas of Leon County. Septic system replacements and tank pump outs are activities often undertaken by Housing Services to meet the needs of low-income homeowners.

Public Works and Housing Services staff collaborated to solicit the Invitation to Bid for the septic system services continuing supply contract to provide the maximum number of service providers for each program. The proposed contracts provide for additional capacity to respond to the Advanced Septic System Pilot Project and the ongoing needs of Housing Services programs.

**Analysis:**

The Invitation to Bid for the Septic System Services, Continuing Supply contract was advertised locally on January 29, 2020. A total of 460 vendors were notified through the automated procurement system. A total of 30 bid packages were requested. The County received two responsive bids on March 12, 2020 (Attachment #2) from Brian's Septic Services and Apalachee Backhoe and Septic Tank, LLC.

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. Septic services are done directly by the specialized contractors and require septic tank contractor licensure; therefore, no subcontracting opportunities exist. This solicitation was procured under the Leon County MWSBE policy. The new consolidated MWSBE policy will become effective for all solicitations issued on or after April 1, 2020.

Staff recommends approval of the bid award to Brian's Septic Services and Apalachee Backhoe and Septic Tank, LLC and authorization for the County Administrator to execute both agreements. If approved, the agreements will be for a period of three years with the option for the County to approve two, one-year extensions.

**Options:**

1. Approve the bid awards to Brian's Septic Service, and Apalachee Backhoe and Septic Tank, LLC for Septic System Services, Continuing Supply (Attachment #1) and authorize the County Administrator to execute both agreements.
2. Do not approve the bid awards to Brian's Septic Service and Apalachee Backhoe and Septic Tank, LLC for Septic System Services, Continuing Supply.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Draft Agreement for Septic Systems Services, Continuing Supply
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 repair or replace on-site sewage treatment and disposal (septic) systems, in accordance with: 1) Solicitation # BC-02-28-20-37 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 Agreement shall be for a period of three (3) years, commencing on April 20, 2020 or upon execution of this Agreement, and shall continue until April 19, 2023 or upon one (1) year from the execution of this Agreement. After the initial three (3) year period, at the sole option of the County, this Agreement may be extended for no more than two (2) 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: Theresa Heiker  
Street Address: 2280 Miccosukee Road  
City, State, Zip Code: Tallahassee, Florida 32308  
Telephone: 850-606-1526  
E-mail: [HeikerT@leoncountyfl.gov](mailto: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](mailto: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.

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 for each individual project shall be supplied by the Contractor at the time of project start. 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. 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-02-28-20-37

Exhibit B – Vendor’s Response to Solicitation #BC-02-28-20-37

DRAFT

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

**LEON COUNTY, FLORIDA**

**COMPANY**

By: \_\_\_\_\_  
Vincent S. Long  
County Administrator

By: \_\_\_\_\_

Printed  
Name \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Gwendolyn Marshall, Clerk of the Court &  
Comptroller, Leon County, Florida

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Chasity H. O'Steen  
County Attorney

DATE: \_\_\_\_\_





# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 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

February 18, 2020

RE: Bid Title: Septic System Services – Continuing Supply  
Bid No: BC-02-28-20-37  
Opening Date: February 28, 2020

### ADDENDUM # 1

Dear Vendor:

This letter serves as Addendum #3 for the above referenced project. The following shall be added to the bid specifications:

A. Revisions to the Invitation to Bid (ITB):

- Attachment C – Unit Pricing Sheet is to be removed in its entirety and replaced with Revised Attachment C – Revised Unit Pricing Sheet, attached to this Addendum.
- Attachment A – Technical Specifications, Section 4. SPECIAL PROVISIONS shall have the following added:

**4.10 Contractors may not request reimbursement from the Florida Department of Environmental Protection Septic Upgrade Incentive Program for work performed under this contract.**

B. Questions received with answers being provided (In Bold) to assist all in preparation of the bid submission:

- Regarding the Unit Pricing Sheet:  
LC-7 Install Mounded Drain Field Each 5

Drain field mound systems are all different sizes and prices. There is no set price on a drain field mound. How can I and how should I put a price on this item?

**Bidder is directed to the Technical Specifications Item 4.7 Line Item LC-7 which directs that 150 cubic yards of sand is to be estimated for bidding purposes.**

- How will payment be made for additional loads associated with mounded drainfields?

**See Revised Attachment C – Unit Pricing Sheet for Line Item LC-14 Additional soil for mounded drainfield. Technical Specifications Item 4.7 is amended to include Line Item LC-14 Install additional sand for mounded drainfield beyond 150 cubic yards estimated for bidding purposes.**



# 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 24, 2020

RE: Bid Title: Septic System Services – Continuing Supply  
Bid No: BC-02-28-20-37  
Opening Date Changed: March 12, 2020 @ 2:00 PM  
(addendum changes opening date)

### 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. The **SCHEDULE OF EVENTS** has been updated to include:

1. There will be a **SECOND MANDATORY PRE-BID MEETING** on Friday, February 28, 2020, beginning at **10:00 AM**, and will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308, or by Phone – (888-270-9936) – Code 4952649.
2. The **QUESTIONS/INQUIRIES DEADLINE** has been changed to Monday, March 2, 2020 at 5:00 PM.
3. The **BID SUBMISSION DUE DATE** has been changed to Thursday, March 12, 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,

Geri Forslund  
Procurement Administrator

3. Will sod be required for standard drainfield installation?

**Technical Specifications Item 4.7 is amended to eliminate sod for Line Item LC-4.**

4. Will contractor be required to provide two-year warranty, beyond industry standard of one year, per Technical Specifications Item 4.8?

**Technical Specification Item 4.8 is amended to provide a minimum of one-year warranty on the materials and workmanship for the work performed under this contract.**

5. Is there a budget amount available to the public?

**The Advanced Septic System Pilot Project (Inground Nitrogen Reducing Biofilters) has a budget of \$1.2 million for system installations. The Continuing Supply Services for the Housing Program will be approximately \$150,000 per year for other services.**

6. Is there a start date set for work to begin?

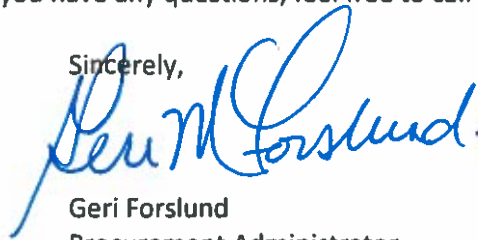
**The contract will be submitted for Board approval on April 14, 2020. Notice to Proceed will follow receipt of executed contracts from the successful vendors.**

7. How will work be awarded to contractors?

**The Advanced Septic System Pilot Project sites will be bundled in groups for quotes from contractors to confirm lowest cost and timely completion. The Housing Program will provide soil tests and site plans with the request for quotes from contractors to confirm lowest cost and timely completion.**

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

**UNIT PRICING SHEET**

**ATTACHMENT C-REVISED**

**SEPTIC SYSTEMS CONTINUING SUPPLY SERVICES**

Bidders to provide unit prices for the following items:

LINE ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
LC-1	One-time pumping of a 1,050-gallon tank	Each	120	\$ -	\$ -
LC-2	Install new 1,050-gallon concrete tank	Each	25	\$ -	\$ -
LC-3	Install new 1,050-gallon lightweight tank	Each	5	\$ -	\$ -
LC-4	Install new 300 square foot drainfield	Each	25	\$ -	\$ -
LC-5	Electric pump and pump tank system	Each	5	\$ -	\$ -
LC-6	Install additional drainfield area, as required	Square foot	1,000	\$ -	\$ -
LC-7	Install mounded drainfield	Each	5	\$ -	\$ -
LC-8	Sod for mounded drainfield	Square foot	5,000	\$ -	\$ -
LC-9	Excavate and replace unsuitable soil	Cubic Yard	100	\$ -	\$ -
LC-10	Secure all necessary permits	Each	30	\$ -	\$ -
LC-11	Install In-ground Nitrogen Reducing Biofilter	Each	90	\$ -	\$ -
LC-12	Install lysimeter and observation port system	Each	8	\$ -	\$ -
LC-13	Inspect and certify tank and drainfield	Each	5	\$ -	\$ -
LC-14	Additional sand for mounded drainfield	Cubic Yard	100	\$ -	\$ -
				<b>TOTAL</b>	\$ -

Note: Quantities are estimated for three (3) year base contract period



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyil.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

March 4, 2020

RE: Bid Title: Septic System Services – Continuing Supply  
Bid No: BC-02-28-20-37  
Opening Date: March 12, 2020 @ 2:00 PM

### 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. Questions received with answers being provided (In Bold) to assist all in preparation of the bid submission:

1. Who is responsible for certifying tank prior to permit issuance?

**The selected contractor will certify the septic tank and submit the permit application. The County will supply the Contractor with soil borings and site plan for each proposed site as part of the quote request. The quote request will include the work to pump out and certify the tank prior to permit issuance.**

2. Who is responsible for submitting the permit to the Health Department for permit issuance?

**The County will coordinate with the Engineer to submit the permit to the Florida Department of Health.**

3. Will the grant pay for the removal of trees?

**If trees are required for the placement of the proper drainfield, then the County will include the item within the Scope of Work (Work Write Up) for the Contractors to quote.**

4. Will grant pay for damage to driveways or sidewalks?

**It is the responsibility of the Contractor to properly protect the site (driveways, sidewalks, etc.) from damage during the construction. If repair is required it will be the responsibility of the Contractor to repair and permit (if necessary) the damaged component.**

5. Will grant pay for damage to utilities that may occur during installation?

**The County will attempt to obtain information from the Property Owner regarding the existence of any private utilities (irrigation, electric, etc.) that may not be visible. If unforeseen damages to utilities occur during installation of the drainfield or septic tank**

**work, not due to Contractor's failure to use due care, cost damages may be requested from the County pursuant to County Policy.**

6. Will the grant pay for the replacement of fences for access to property?

**If removal of fencing is required in order to access the location of the proposed drainfield, then Contractor should include the work in the project quote during solicitation. If adjustments to the site plan must be made after mobilization that impact existing fencing, the Contractor may request a change order for the cost to replace the fence.**

7. Will grant pay for electrical connection of pumps required when electrician is a subcontractor of the installer?

**The Contractor will be required to submit the subcontractor quote directly to the County for review and approval.**

8. Is seeding and mulching of disturbed areas acceptable for unbounded areas of the lot?

**Yes**

9. When clay soils are discovered in excavation of INRB hole what is the proper protocol for resolving the issue?

**The Contractor will notify the County if clay soils are discovered during excavation of INRB site. The County and Engineer will verify with the Florida Department of Health whether overexcavation can proceed.**

10. Will there be a change order once clay has been found on the site?

**If clay is found during excavation of the drainfield, the Contractor shall notify the County. If the County and Engineer give authorization to proceed with installation, then the Contractor can request a change order from the County for any additional cost associated excavation and replacement of clay with suitable material.**

11. What is proper protocol for submitting and getting change orders approved?

**The Contractor shall submit a change order request on County form to the County Project Manager with proper documentation necessary to justify change order. Once all information has been received by the County, the County will make a determination of the change order.**

12. The installation of monitoring components and features are determined by whom?

**This information will be included within the scope of work for a particular project group during quote request from the County.**

13. If the install has started and during the excavation the existing drainfield was damaged and then clay soils have been found at an unacceptable depth for the INRB to be installed as a mound. Who will pay for the repair of the septic system if the INRB can't be installed on the site?

**If unforeseen site conditions are present which deem a proposed drainfield system unusable, a change order request will be required for any change in the quoted cost.**

14. If clay soils are excavated and a below ground system cannot be installed but a mounded system is required and the homeowner does not want a mounded drainfield on property how will installer be compensated to repair system?

**As a contingency, the homeowner will be required to agree to a mounded system prior to the installation of the proposed drainfield, in the event a mounded system must be installed due to site conditions.**

15. Is seed and mulch proper stabilization of mound or is sodding required? If sodding is required can we use centipede sod to stabilize the mound?

**For mounded systems, sod will be required. The type of sod most similar in species to the type of grass present at the site will be required.**

16. If a pump is required what size pump is minimum standard and what alarm is minimum standard?

**The pumps and alarm standards are stated within the Supplemental Construction Drawings for Dosed INRBs.**

17. Is only 4" PVC schedule 34 allowed in the install of drainfield or is 4" black corrugated pipe allowed?

**The septic tank effluent pipe and header pipe shall be PVC Schedule 40 DWV pipe.**

18. Is filter fabric required to cover drainfield product after install?

**Yes, filter fabric is required.**

19. Are system install pictures required for submittal for final payment?

**Although install pictures are not required, as each install will have multiple in person inspections, it is recommended.**

20. If the engineer does the site evaluation and has to relocate site due to inadequate soils will a change order be approved to backfill original site to move to new site?

**If soils are deemed inadequate and a drainfield location must be relocated, the Contractor can request a change order for additional costs incurred.**

21. Who owns the excavated spoils? Can the installer use it or what is to be done with it?

**The Contractor will be required to remove and dispose of the excess soils from the site after approval of installed system.**

22. If there is a disagreement between the health department and the engineer who has jurisdiction for final approval?

**The Florida Department of Health is permitting authority and has final jurisdiction.**

23. Leon County Health Department at times does not issue final approvals for months. How long do we have to submit for final payment?

**For the INRB project, final payment can be requested after completion of the installation, although the County may hold out 10% retainage until final approval from the Florida Department of Health and property owner are received.**

24. Can a cashier's check for 5% of bid be submitted in place of bid bond? If so when will that bid bond check be returned to the installer if installer is not accepted as one of the three approved contractors?

**A cashier's check may be submitted in place of the bid bond. The bid bond check shall be returned upon execution of the agreement.**

25. Is construction safety fencing required?

**If open excavation is left overnight or while crew is offsite, safety fencing will be required.**

26. Who is responsible for replacement for landscaping shrubs?

**If landscaping is required to be removed for proper installation of the proposed drainfield, the Contractor should include the work in the project quote. If the replacement of shrubs is necessary due to a change in the site plan, the Contractor may request a change order to cover additional cost associated with the installation.**

27. What happens if the transplanted shrubs die before the one year warranty period expires?

**The homeowner will be notified of any landscaping at the conclusion of the installation and provided with proper care instructions.**

28. Who is responsible for landscaping irrigation for a period of time to keep the plants alive?

**See response to Question 27.**

29. If culvert in drainage ditch collapses due to heavy truck traffic who is responsible for repairing culvert? Does a driveway culvert permit have to be issued by Leon County and who will get the permit if repair is needed?

**See response to Question 4.**

30. If trees must be removed do stumps have to be grinded? Does this need to be included in the bid proposal?

**If a tree must be removed for the installation of a drainfield and is located within the limits of excavation, then the stump must be removed. If tree must be removed in order to access the proposed drainfield location, then tree must be removed in a manner to allow for equipment to access site.**

31. Will the construction and performance bond be tied to each successful bid awarded or is there some other standard?

**A performance bond shall be required on project specific basis and not on the entire amount of the initial response. Quotes will be issued for each project and prior to the Notice to Proceed, a performance bond will need to be issued to Purchasing.**

32. Are we supposed to get a bond on the entire amount of what we bid for the entire project or per individual job? (It doesn't make sense that we would be required to pay for a bond for the entire project when there is going to be a rebid on each individual job.)

**See response to Question 31.**



33. Is the County going to make the Customer sign a release form releasing liability to the Contractor for any unforeseen problems or damages that may occur out of the Contractor's control while working on their property?

**Care should be taken by the Contractor to prevent damage to private property.**

34. This question was asked at the meeting but was never answered. The County is going to do the permitting and then ask for bids. Here is the problem. Part of the application to receive a permit from the County is that the septic tank must be pumped out and certified. Who is going to pump out and certify the septic tank prior to permitting?

**See the response to Question 1.**

35. Is INRB the only allowable advanced treatment system for installation?

**The County is working with the Florida Department of Environmental Protection to increase grant funds using alternative technology but has not executed grant documents with the State to receive these funds.**

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



**INVITATION TO BID**

**FOR**

**SEPTIC SYSTEM SERVICES – CONTINUING SUPPLY**

**BID NUMBER BC-02-28-20-37**

**LEON COUNTY GOVERNMENT  
LEON COUNTY, FLORIDA**

Release: January 29, 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](mailto:KelleyS@leoncountyfl.gov) or [ForslundG@leoncountyfl.gov](mailto: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 repair or replace on-site sewage treatment and disposal (septic) systems, in accordance with Attachment A – Technical Specifications, Attachment B – Plans, and Attachment C – Unit Pricing Sheet.

The work shall be primarily for the Advanced Septic System Pilot Project; however, the Contractor may be requested to provide these services for other County projects such as housing rehabilitation projects as needed. It is the intent of the County to place up to three contractors under contract for these continuing supply services.

Leon County reserves the right to negotiate with the successful bidders for any non-standard septic services work that may arise during the term of the agreement.

The Unit Pricing Sheet – Attachment C, is available in Excel format at:

<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>

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/>.

<b>Table 1 - Schedule of Events</b>	
<b>Date and Time (all eastern time)</b>	<b>Event</b>
January 29, 2020	<b>Release of the ITB</b>
February 5, 2020 at 10:00 a.m.	<b>MANDATORY PRE-BID MEETING:</b> 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 or by Phone – (888-270-9936) – Code 4952649.
<b>Not later than:</b> February 12, 2020 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> February 28, 2020 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE:</b> 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 [KelleyS@leoncountyfl.gov](mailto:KelleyS@leoncountyfl.gov) and [ForslundG@leoncountyfl.gov](mailto: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, 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.

#### 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.

#### 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.

#### 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

The primary contractor shall be licensed by the Florida Department of Health as a Licensed Septic Tank Installer in compliance with subsection 498.553, of the Florida Statutes Chapter 489, Part III, Septic Tank Contracting, of the Florida Statutes.

The Licensed Septic Tank Installer shall possess an active and current licensing placard issued by the Florida Department of Health (DOH). Copies of primary contractor's licensing placard(s) shall be submitted to Leon County concurrent with bid.

Failure to provide proof of license may result in the bid being determined as non-responsive.

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](mailto:djones@oeforbusiness.org)

Alternates:

LaTanya Raffington, MWSBE Coordinator by email at [lraffington@oeforbusiness.org](mailto:lraffington@oeforbusiness.org)  
Shanea Wilks, MWSBE Coordinator by email at [swilks@oeforbuisness.org](mailto: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 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.

- 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   , 2020.

(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

The initial Agreement shall be for a period of three (3) years, commencing approximately on April 1, 2020, and shall continue until March 31, 2023. After the initial three (3) year period, at the sole option of the County, this Agreement may be extended for no more than two (2) 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).
  - a. 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.
  - b. 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 contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- c. 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.
- d. 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.

VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

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.

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

The Engineering Services Division and its consultant will work closely with the Contractors to meet the requirements for the Advanced Septic System Pilot Project. The work will include, but not be limited to: inspecting the on-site sewage treatment and disposal (septic) system; preparing estimates and recommendations for repair and replacement as required by State and local laws and regulations; pumping septic tank; securing all necessary permits; performing repair/replacement work to tanks; construction of Inground Nitrogen Reducing Biofilter (INRB) drain fields per attached plans; placement of monitoring ports and lysimeters as directed per attached plans; returning all disturbed areas to pre-construction conditions (leveling, filling, sodding, seeding, etc.); repairing/replacing any other incidental damages such as broken sidewalks or driveways, etc. to pre-work conditions. Non-passive advanced treatment systems approved by the State of Florida may be constructed in future phases of the Engineering Services Division project.

The Division of Housing Services will work closely with the Contractors to meet the requirements for on-site sewage treatment and disposal (septic) systems for clients in the housing rehabilitation program. The work will

include, but not be limited to: inspecting the existing septic system; preparing estimates and recommendations for repair and replacement as required by State and local laws and regulations; pumping septic tank; securing all necessary permits; performing repair/replacement work to tanks and/or drain fields; returning all disturbed areas to pre-construction conditions (leveling, filling, sodding, seeding, etc.); repairing/replacing any other incidental damages such as broken sidewalks or driveways, etc. to pre-work conditions; and providing Leon County copies of the permit and approved final inspection.

For projects identified by County staff with notice sent to Contractors, the contractor will provide the total cost for the specified project within one week of the initial request to the Leon County entity from which the notice originated (Engineering Services Division, the Division of Housing Services, or other Leon County office). Quotes shall be itemized and include all cost factors for materials and supplies, labor, permits, equipment, profit and overhead, and any other items necessary to do a complete and satisfactory job that meets or exceeds the specifications above.

Each Contractor submitting a bid must submit the following information - omission of any of the information will result in a determination of non-responsiveness and the bid will not be considered further.

1. Copies of current license(s). Please be aware that the County will check with licensing agencies to verify current licenses and records of complaints on file.
2. At least three references including name, address, telephone number and a brief description of the type of work performed for the reference, preference will be given to documented experience with INRB Systems.
3. A list of any current litigation the company may be involved in pertaining to the installation or repair of any on-site sewage treatment and disposal septic systems.
4. Bidders shall be required to provide the costs listed on the **Unit Pricing Sheet** in the spaces indicated. Bidders are reminded that in addition to the septic system work, Leon County requires returning all disturbed areas to pre-construction conditions (leveling, filling, seeding, etc.). The repairing/replacing of any other incidental damages such as broken sidewalks or driveways, etc. to pre-work conditions will also be the responsibility of the contractor.

**PRICE ESCALATION/DE-ESCALATION:**

Upon written request from the vendor no less than 45 days prior to each anniversary date of the agreement, and at the discretion of the County, a price increase may be negotiated. It is the intent of the County to not allow a price increase greater than the Producers Price Index as published by the U.S. Department of Labor at the time of the request for the previous twelve months or up to a maximum of 5% increase on the current pricing, whichever is lower. Other price adjustments may be considered only in the event of an extraordinary factor such as a larger than 10% increase/decrease in the cost of petroleum products. The County may consider a price adjustment on a case-by-case basis upon the written request of the contractor. All adjustments in product pricing shall be at the sole discretion of the County.

**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/Applicable Licenses/Registration
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Certification/Debarment Form
- \_\_\_\_\_ Local Vendor Certification
- \_\_\_\_\_ E-Verify Form
- \_\_\_\_\_ Bid Bond

DRAFT

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 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)

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

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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.**

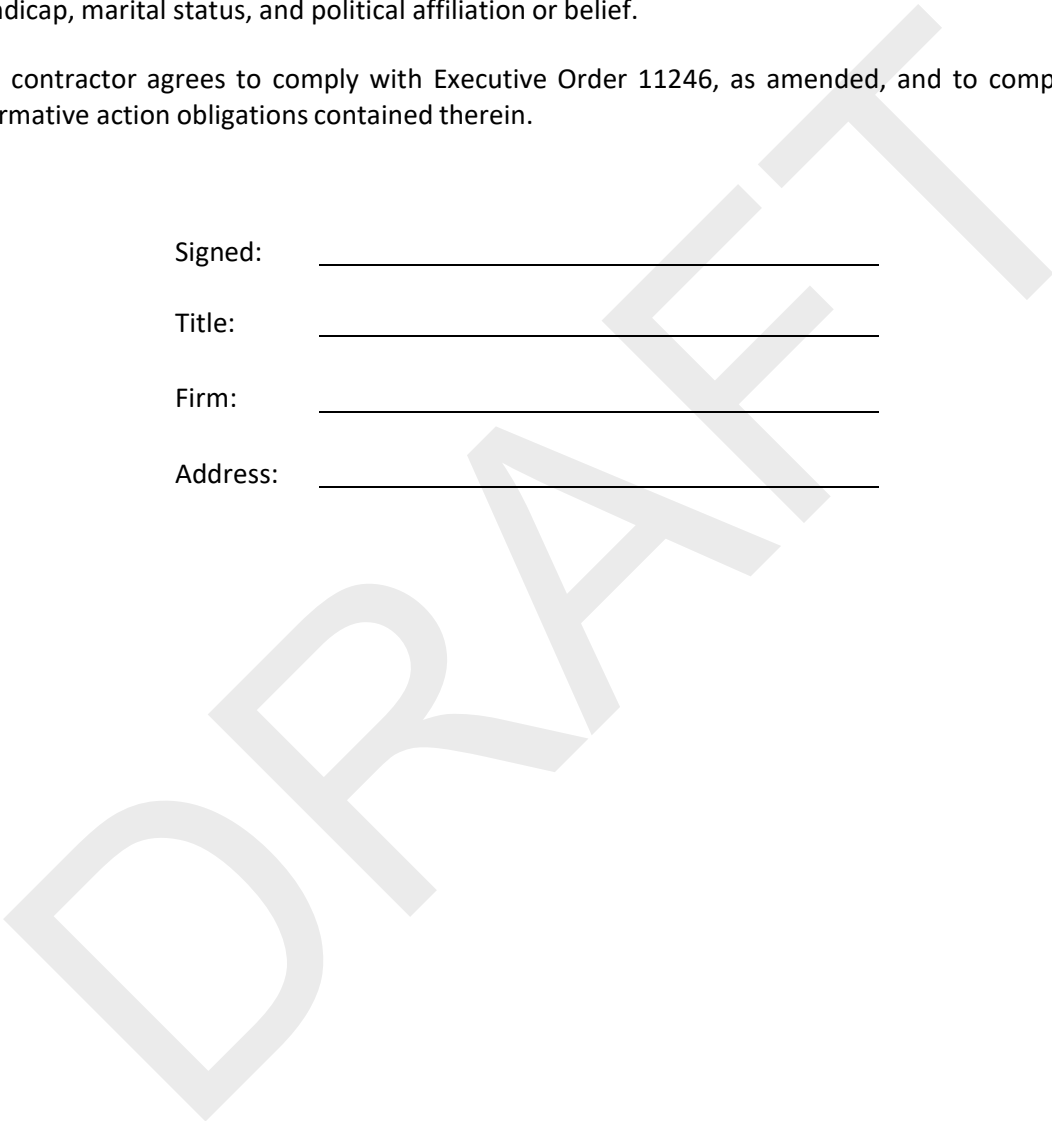
**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 2020**

---

**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 Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 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 Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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 Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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 Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

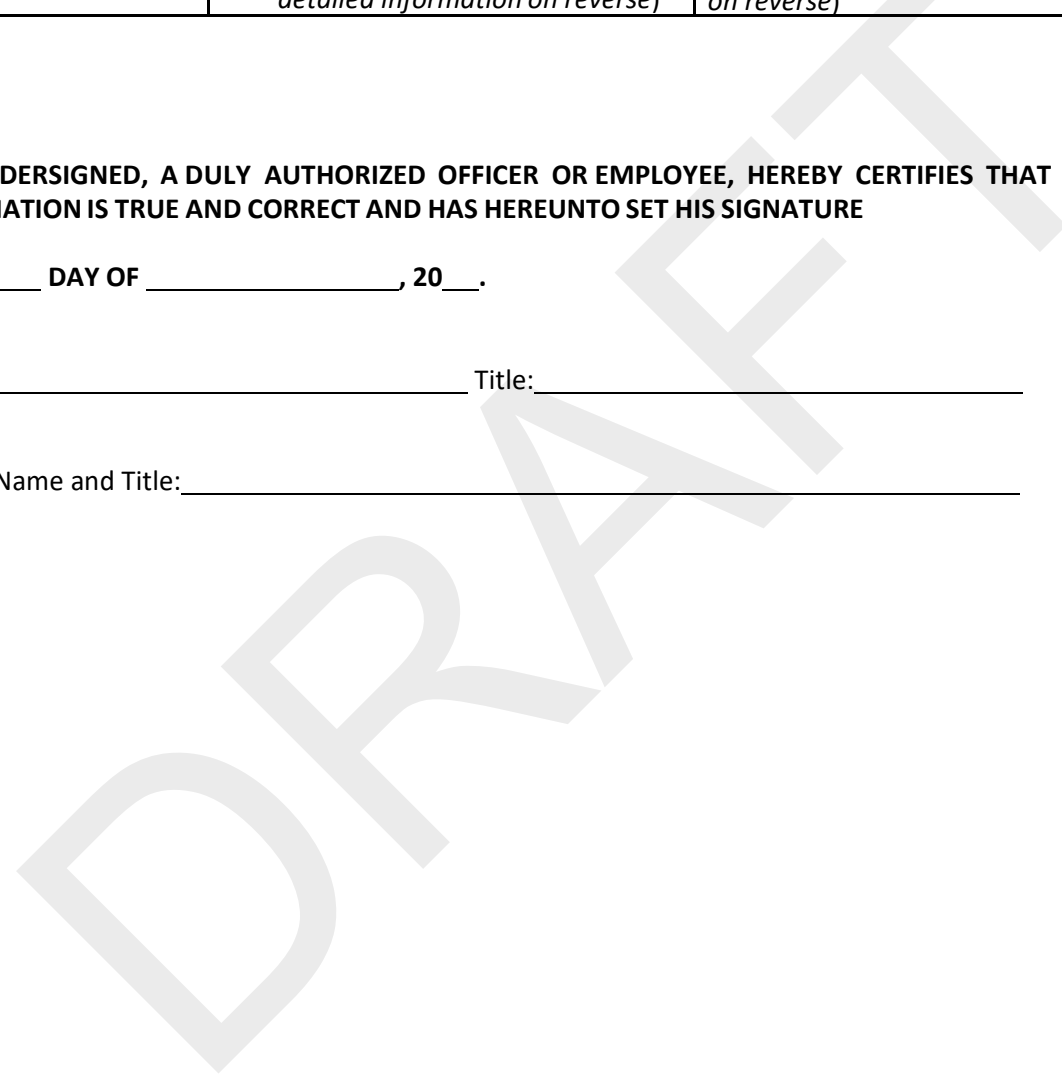
Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?  <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>(If yes, please provide detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims 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 Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 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 Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 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: \_\_\_\_\_  
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 Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 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 Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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.

---

Signature

---

Title

---

Contractor/Firm

---

Address





**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 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

## Septic Services Continuing Supply

### **TECHNICAL SPECIFICATIONS:**

#### **1. SUMMARY OF WORK**

The proposed Septic Services Continuing Supply work will occur in the unincorporated areas in Leon County, Florida. The scope of work to be performed under this bid will include construction of storm sewer collection system, water installation/ relocation, roadway and curb and gutter reconstruction, sidewalk construction and landscape planting, and all associated improvements as shown on the construction plans.

#### **2. GENERAL REQUIREMENTS**

The construction sequence and design notes are shown on the construction plans. The contract administration, construction procedure, materials, and equipments, shall be in accordance with the following specifications and contract documents:

- 2.1 State of Florida Department of Health Rule 64E-006
- 2.2 All Standards and specifications called out on the attached Plans
- 2.3 Leon County Technical Specifications

In the event of any conflict between the Florida Department of Health's (FDOH) Rule and the specifications of this contract, the FDOH Rule 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 The construction of the In-ground Nitrogen Reducing Biofilter (INRB) systems will be in accordance with attached plans dated January 23, 2020. The Engineer will be responsible for securing FDOH permits and completing soil tests to develop site specific designs for each property to receive an INRB system. The INRB construction approach is laid out in the Sequence of Construction and General Notes sections of the Construction Plans on Sheet 2 of 4.

- 4.2 The Contractor is responsible to ensure all construction activities remain in compliance with the permit requirements.
- 4.3 The Contractor is required to coordinate with residents to maintain ingress and egress at all times during construction.
- 4.4 It is Contractor's responsibility to verify and locate all the utilities to avoid damages. The Contractor is responsible for returning all disturbed areas to pre-construction conditions (leveling, filling, sodding, seeding, etc.). The Contractor is responsible for repairing and/or replacing any other incidental damages such as broken sidewalks or driveways, etc. to pre-work conditions.
- 4.5 If the construction work causes any damage to adjacent properties, the Contractor will be responsible for compensation unless it is proved otherwise.
- 4.6 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 unit bid price.
- 4.7 The tasks associated with this contract are to include, but not be limited to, the activities listed in the Unit Pricing Sheet as detailed below:
- LC-1** One-time pumping of a 1,050-gallon septic tank and inspection of structural condition
  - LC-2** Install new 1,050-gallon concrete septic tank, including crushing and filling the old tank, connection of the waste lines to the house and drainfield with cleanouts, restoration of ground surface to pre-work condition
  - LC-3** Install new 1,050-gallon lightweight tank where access prevents use of concrete tank, including crushing and filling the old tank, connection of the waste lines to the house and drainfield with cleanouts, restoration of ground surface to pre-work condition
  - LC-4** Install new 300 square foot drainfield, including clearing and grubbing, restoration of ground surface with sod or seed to match adjacent areas
  - LC-5** Electric waste pump and pump tank system complete, including electrical connections, 1/3 HP pump, alarm, GFCI circuit, 50-foot of wire for bidding purposes and electrical disconnect. All electrical work is to be performed by qualified, licensed personnel.
  - LC-6** Install additional drainfield to supplement existing drainfield, restoration of ground surface to pre-work condition with sod or seed to match adjacent areas, by square foot
  - LC-7** Install mounded drainfield at elevations and dimensions directed by permit, including 150 cubic yards of sand for bidding purposes
  - LC-8** Sod for all surfaces of mounded septic tank installed, per square foot
  - LC-9** Excavate and replace unsuitable soil for installation of tank or drainfield, per cubic yard

**LC-10** Secure all necessary state and local permits for installation of tanks and/or drainfields. INRB related work permits to be secured by Engineer and County Project Manager.

**LC-11** Install In-ground Nitrogen Reducing Biofilter per attached construction plans, including pump and inspection of septic tank, connection of new INRB to waste line with cleanout, restoration of ground surface, stabilization of surface with sod

**LC-12** Install pan lysimeters and observation port system per attached construction plans within INRB footprint as directed by Engineer and County Project Manager

**LC-13** Inspect existing septic tank and drainfield and certify compliance with FDOH standards

- 4.8 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 inspection by the Leon County Environmental Health Unit.
- 4.9 Copies of permits and approved final inspection will be delivered to the County Project Manager upon completion of each assigned work order.

Commissioners:

- Bill Proctor  
District 1
- Jimbo Jackson  
District 2
- Rick Minor  
District 3
- Bryan Desloge  
District 4
- Kristin Dozier  
District 5
- Mary Ann Lindley At-Large
- Bryan Desloge At-Large  
Chairman



Vincent S. Long  
County Administrator

Herbert W. A. Thiele  
County Attorney

Brent Pell  
Director of Public Works

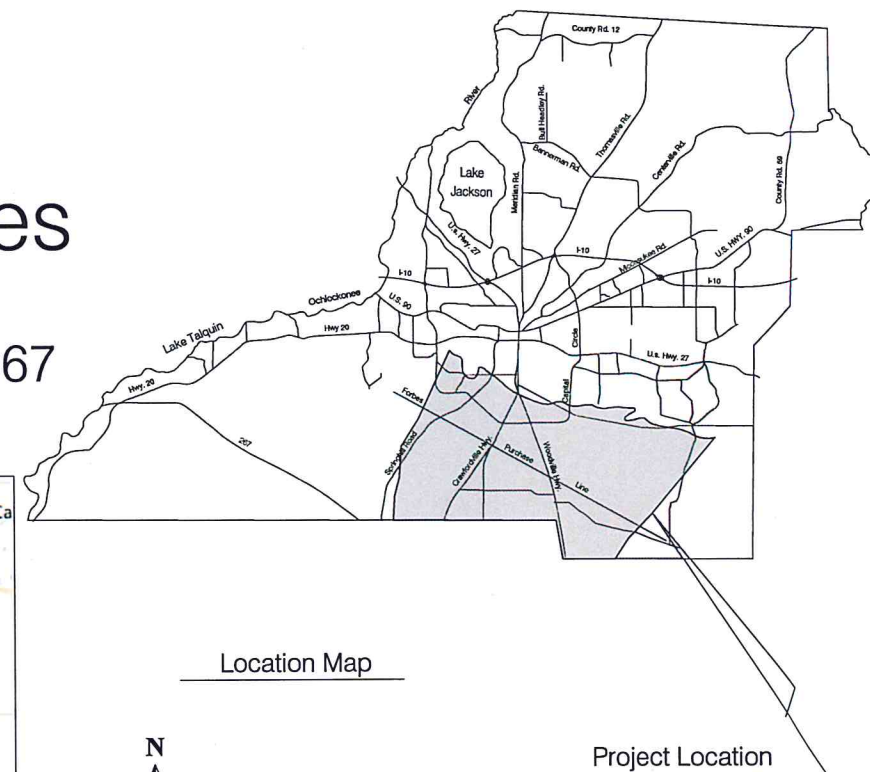
# LEON COUNTY

## Department Of Public Works Division Of Engineering Services

Public Works Center

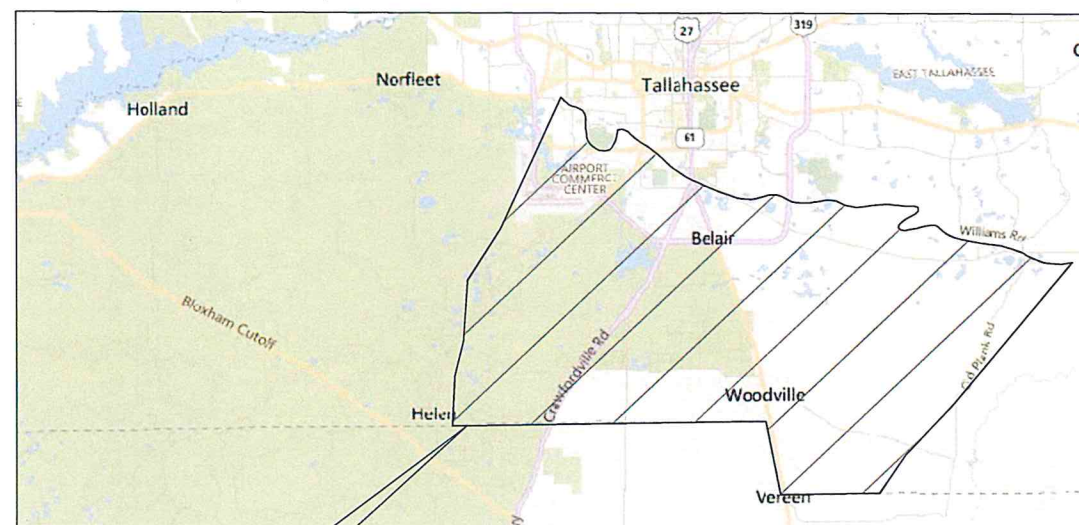
2280 Miccosukee Road Tallahassee, FL 32308-5367

Phone: (850) 606-1500 \* Fax: (850) 606-1501



Location Map

Project Location



Project Location

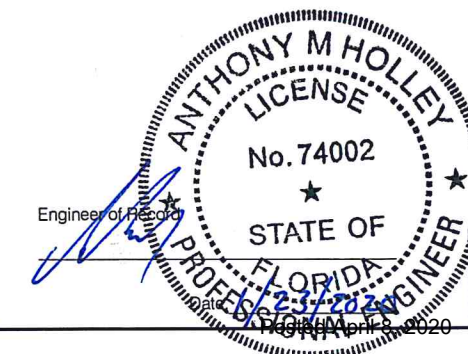
INDEX:	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	DETAILS AND SPECIFICATIONS
4	DETAILS AND SPECIFICATIONS

*OWNER: LEON COUNTY*

## ADVANCED SEPTIC SYSTEM PILOT STUDY

FOR

**LEON COUNTY PUBLIC WORKS  
TALLAHASSEE, FLORIDA 32308**



SEQUENCE OF CONSTRUCTION:

- ENGINEER TO COMPLETE ONSITE SOIL BORING AND PERMITTING FOR SUBJECT LOCATION;
- CONTRACTOR TO ASSESS THE CONDITION OF THE EXISTING SEPTIC TANK AND DRAINFIELD AND NOTIFY THE COUNTY AND ENGINEER IF THE CONDITION APPEARS TO BE STRUCTURALLY UNSOUND FOR USE;
- CONTRACTOR TO NOTIFY AND COORDINATE WITH ENGINEER, COUNTY, AND FLORIDA DEPARTMENT OF HEALTH (FDOH) INSPECTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION;
- UPON RECEIPT OF NOTICE TO PROCEED (NTP) FROM PROJECT MANAGER(PM) (LEON COUNTY), ENGINEER/CONTRACTOR SHALL PREP THE SITE FOR THE INSTALLATION OF THE NEW DRAINFIELD AND/OR REMOVAL OF THE EXISTING DRAINFIELD;
- THE CONTRACTOR SHALL EXCAVATE THE MATERIAL REQUIRED FOR THE INSTALLATION OF THE NEW IN-GROUND NITROGEN REDUCING BIOFILTER (INRB), AS SPECIFIED ON SHEET 3;
- IF DIRECTED BY THE PM, THE CONTRACTOR SHALL INSTALL THE LYSIMETER AND OBSERVATION PORT PER THE SPECIFICATIONS ON SHEETS 3 & 4. THE LYSIMETER INSTALLATION SHALL BE OVERSEEN BY THE ENGINEER. THE ENGINEER WILL NOTIFY THE FDOH INSPECTOR OF INSTALLATION OF LYSIMETER TO DETERMINE NEED OF INSPECTION;
- THE CONTRACTOR SHALL INSTALL THE MULCH MIX AS SPECIFIED ON SHEET 2 AND 3, AND REQUEST INSPECTION BY FDOH INSPECTOR AND ENGINEER, PRIOR TO COMMENCEMENT OF SUBSEQUENT LAYERS;
- UPON APPROVAL FROM FDOH INSPECTOR AND ENGINEER, CONTRACTOR SHALL INSTALL THE SAND LAYER AS DESCRIBED ON SHEET 2 AND 3. FOLLOWING INSTALLATION OF THE SAND LAYER, CONTRACTOR SHALL REQUEST INSPECTION FROM THE FDOH INSPECTOR AND ENGINEER, PRIOR TO PROCEEDING.
- UPON APPROVAL BY FDOH INSPECTOR AND ENGINEER, CONTRACTOR SHALL INSTALL THE DRAINFIELD HEADER, INFILTRATION CHAMBERS AND SOIL REQUIRED TO BRING DRAINFIELD SURFACE LEVEL WITH THE EXISTING GRADE;
- IF LYSIMETER AND OBSERVATION PORTS WERE INSTALLED, CONTRACTOR SHALL INSTALL WATER METER VAULTS FLUSH WITH TOP OF PROPOSED DRAINFIELD TO ALLOW FOR PROTECTION AND ACCESS TO OBSERVATION AND SAMPLING PORTS AS SHOWN ON SHEET 4;
- CONTRACTOR SHALL BRING SITE BACK TO EXISTING CONDITIONS (I.E. SOD OR GRASS SEED OVER DISTURBED AREAS, REPLACEMENT OF FENCES AND/OR LANDSCAPING, ETC...). SOD SHALL BE PLACED OVER THE PROPOSED DRAINFIELD AREA, ALTHOUGH GRASS SEED (COMPARABLE TO EXISTING GRASS) MAY BE USED ON AREAS OF MINOR DISTURBANCE;
- CONTRACTOR SHALL NOTIFY ENGINEER, COUNTY, AND FDOH INSPECTOR AT COMPLETION OF INSTALLATION TO COORDINATE FINAL INSPECTION;

SOIL/MULCH NOTES:

- (1) UNSATURATED NITRIFICATION SOIL SHALL BE AS DEFINED WITHIN RULE 64E-6.009(7)(a)10.FAC. THE MATERIAL SHALL CONSIST OF SAND/FINE SAND BUT EXCLUDING:
  - a. THOSE HAVING COLOR CALUES LESS THAN OR EQUALTO 4 WITH CHROMAD LESS THAN OR EQUAL TO 3; OR
  - b. THOSE WITH COLORS ON THE GLEY CHART;
- (2) WOODCHIP/SOIL MIX SHALL BE AS DEFINED WITHIN RULE 64E-6.009(7)(a)11.FAC. THE WOODCHIPS AND SOIL SHALL BE MIXED AT A 50% RATIO BY VOLUME.
  - a. THE WOODCHIPS SHALL BE HARDWOOD IN SPECIES AND BE 2-3 INCHES IN LENGTH. NO LEAVES, TRASH, OR LARGE CHUNKS OF WOOD WILL BE ACCEPTED WITHIN MIXTURE.
  - b. THE SOIL MEDIA SHALL BE COARSE SANDY LOAM, SANDY LOAM, LOAMY SAND, FINE SANDY LOAM, VERY FINE SAND, LOAMY FINE SAND, OR LOAMY VERY FINE SAND.

GENERAL NOTES:

- CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING THE INSTALLATION OF THE PROPOSED DRAINFIELD;
- CONTRACTOR SHALL CONNECT TO EXISTING SEPTIC TANK EFFLUENT LINE IN COORDINATION WITH ABANDONMENT OF EXISTING DRAINFIELD;
- CONTRACTOR SHALL COMPACT MATERIAL AFTER THE INSTALLATION OF EACH LAYER WITHIN THE DRAINFIELD TO MINIMIZE SETTLING OF DRAINFIELD AFTER COMPLETION. THE CONTRACTOR SHALL USE A METHOD OF COMPACTION THAT WILL NOT DAMAGE THE LYSIMETERS, SAMPLING PORTS AND OBSERVATION PORTS;
- IF THE EXISTING SEPTIC TANK IS DEEMED UNUSABLE AT TIME OF INSPECTION, THEN CONTRACTOR SHALL REQUEST APPROVAL PRIOR TO REMOVAL, REPAIR, OR REPLACEMENT FROM PM AND/OR ENGINEER;
- ALL PVC SHALL BE SCHEDULE 40 DWV-TYPE AND UTILIZE SOLVENT WELDED CONNECTIONS;
- ALL SEPTIC LOADING CHAMBERS SHALL BE ARC18 MANUFACTURED BY INFILTRATOR, OR APPROVED EQUAL;
- FOR THE CONSTRUCTION OF THE LYSIMETER, FILTER FABRIC SHALL BE CUT TO SIT DOWN WITHIN THE LID OF THE BUCKET AND NOT OVERHANG THE EDGE;
- ALL DRAINFIELD AND SEPTIC TANK WORK SHALL BE INSTALLED PER FLORIDA DEPARTMENT OF HEALTH GUIDELINES, RULES AND REGULATIONS. IF THERE IS A CONFLICT BETWEEN THESE DRAWINGS AND THE FDOH RULES AND REGULATIONS, CONTRACTOR SHALL NOTIFY THE ENGINEER AND WAIT FOR DIRECTION;
- THE SIZE OF DRAINFIELD SHALL BE SPECIFIED BY ENGINEER AND THE LOCATION OF DRAINFIELD SHALL BE SPECIFIED BY ENGINEER/OWNER;
- ENGINEER SHALL IDENTIFY THE DEPTH OF THE UNSATURATED SLIGHTLY LIMITING SOIL AND/OR SEASONAL HIGH WATER TABLE PRIOR TO COMMENCEMENT OF DRAINFIELD INSTALLATION;
- CONTRACTOR SHALL INSTALL WARNING FENCE AROUND EXCAVATIONS WHICH ARE LEFT OPEN OVERNIGHT.

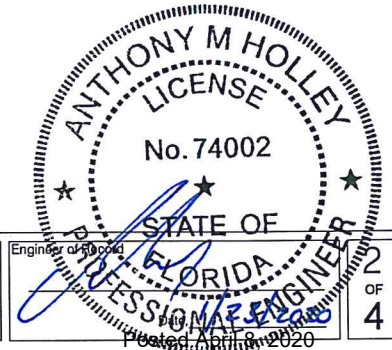
S:\CLIENTS\leon county\osids inrb project\cad construction drawings\Details.dwg

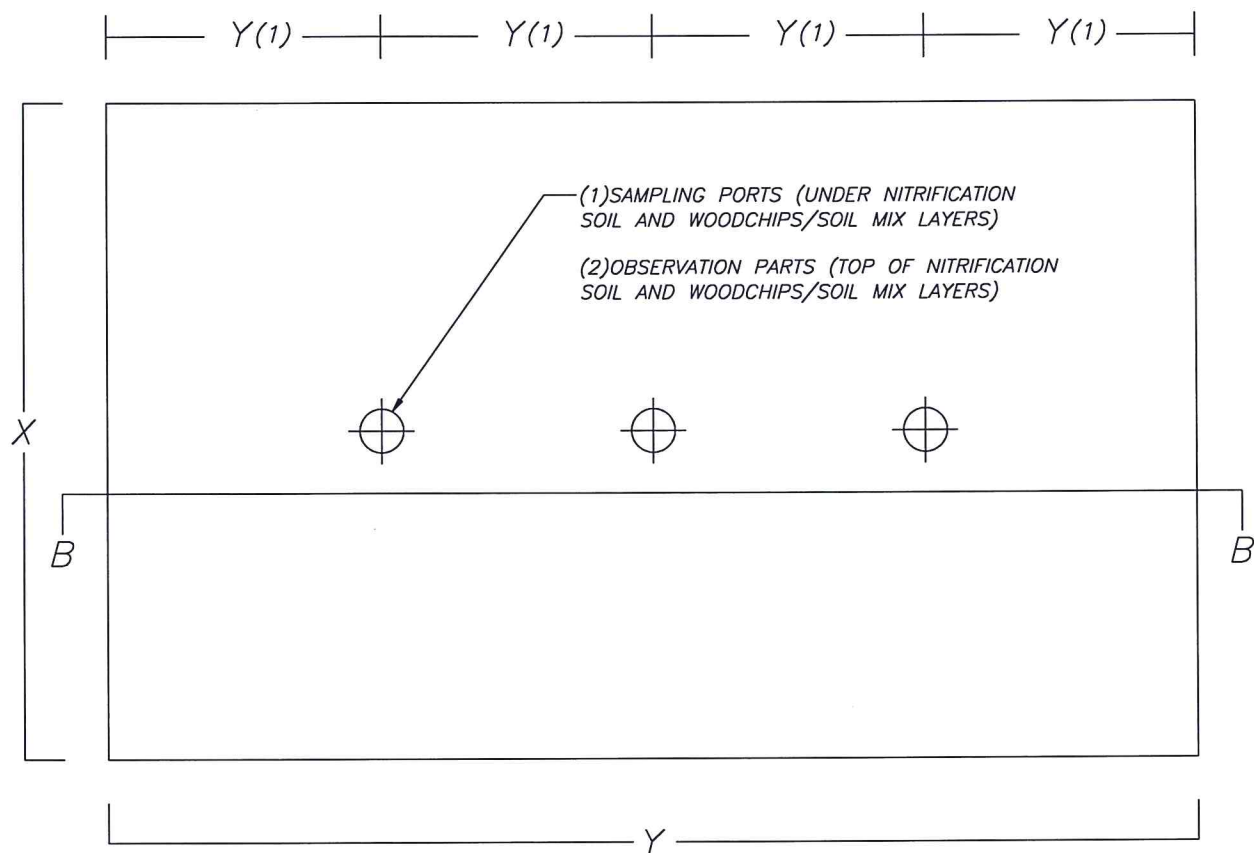

**Leon County Department Of Public Works**  
 2280 Miccosukee Road, Tallahassee, Florida 32308  
 Phone (850) 606-1500 \* Fax (850) 606-1501

Drawn by:	DJR	Notes	
Date:	JANUARY 2020		
Field book:			
Scale:	AS SHOWN		

Project **ADVANCED SEPTIC SYSTEM PILOT STUDY**  
 TALLAHASSEE, LEON COUNTY,  
 FLORIDA 32305  
 Page 125 of 578

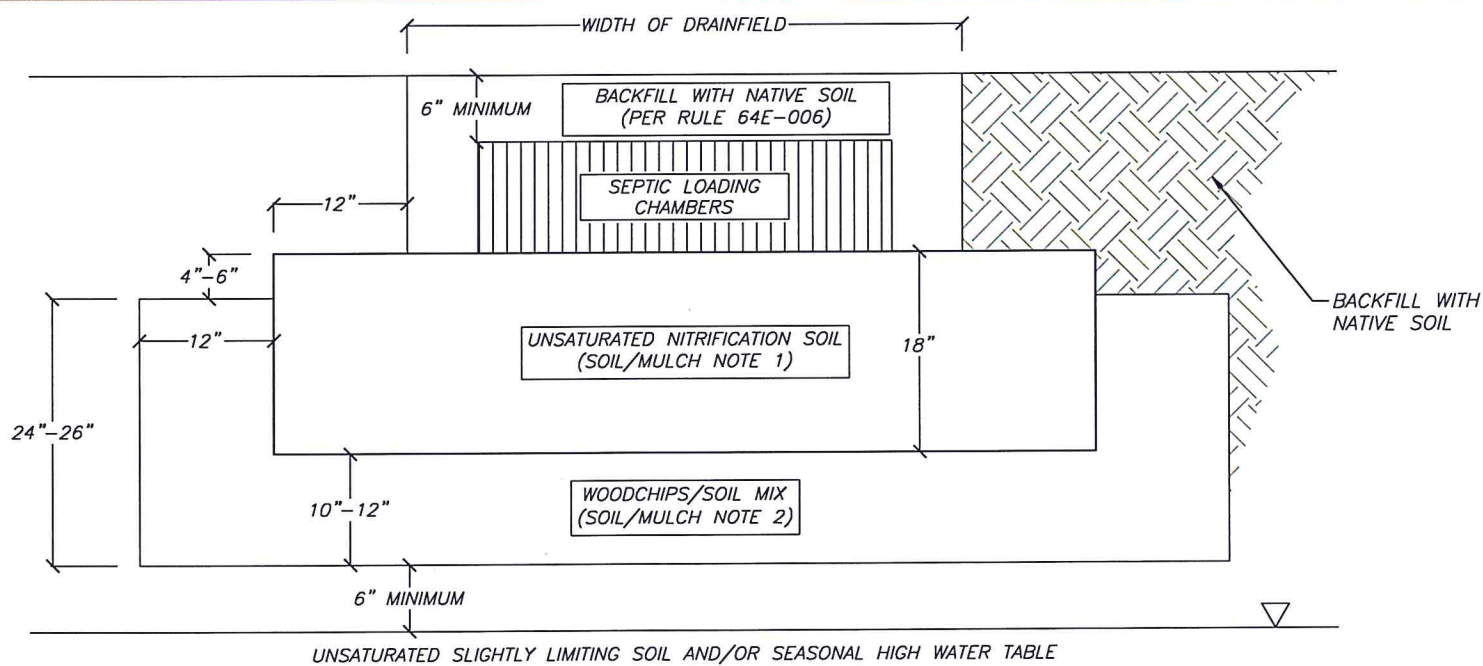
Sheet Title **GENERAL NOTES**


 ANTHONY M HOLLEY  
 LICENSE  
 No. 74002  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 2 OF 4

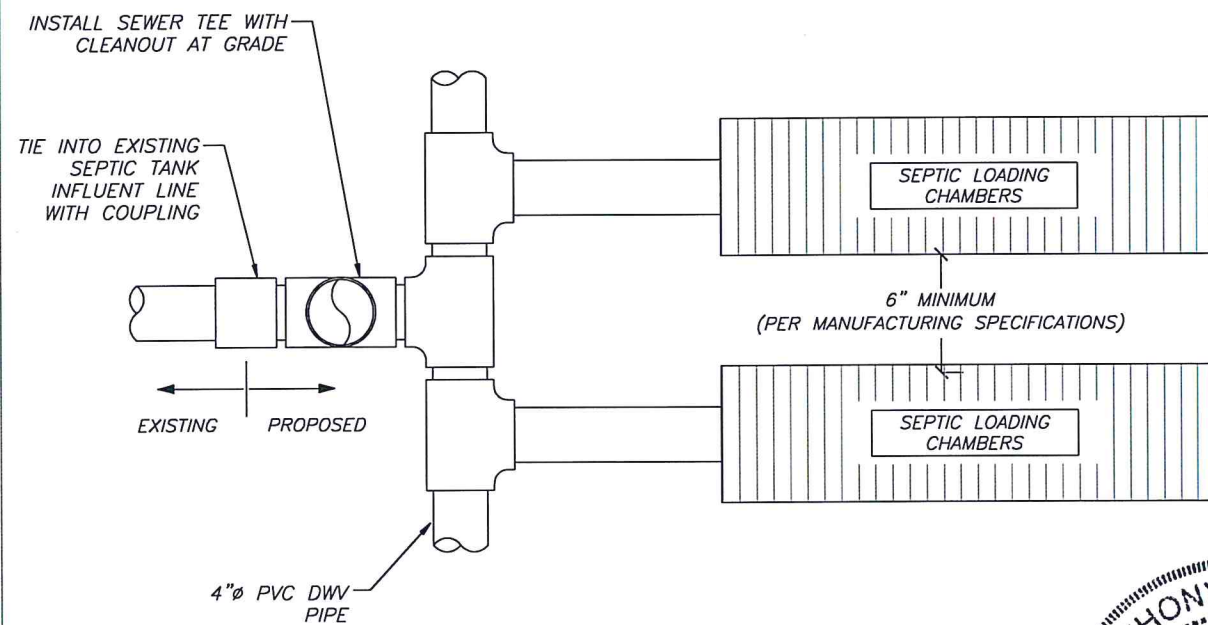


TYPICAL DRAINFIELD DETAIL  
 N.T.S.

REQUIRED SIZE OF DRAINFIELD(SQFT)	# OF ROWS REQUIRED	# OF CHAMBERS PER ROW REQUIRED	X(FT)	Y(FT)	Y1(FT)
333	8	5	12	25	6.25
417	10	5	15	25	6.25
500	10	5	15	25	6.25
583	10	6	15	30	7.50
625	10	7	15	35	8.75

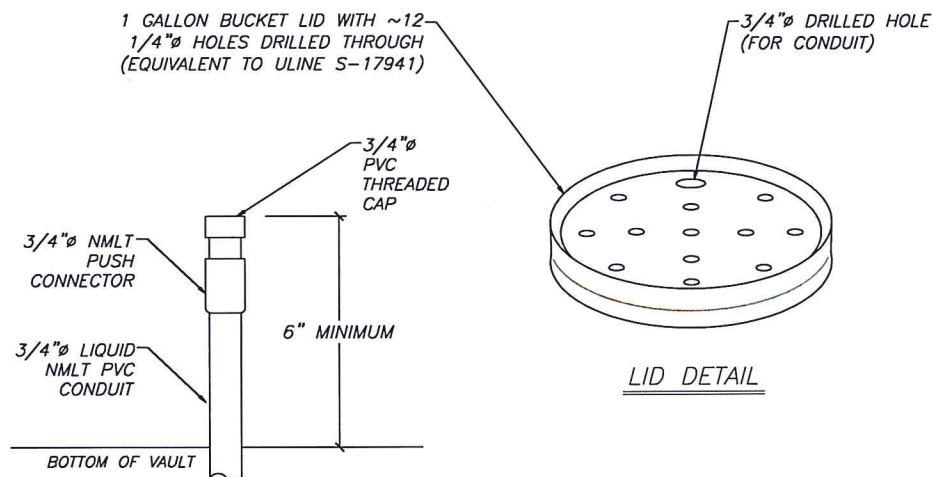


CROSS SECTION B-B  
 N.T.S.

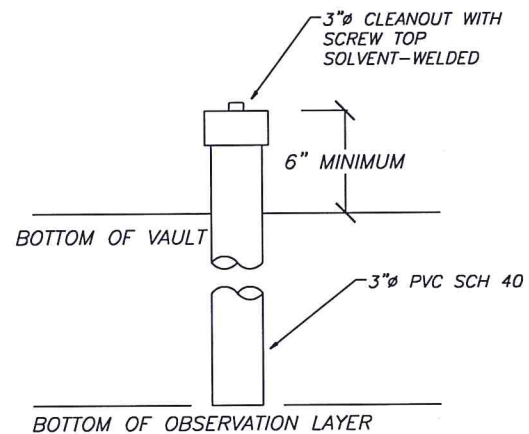


DRAINFIELD HEADER DETAIL  
 N.T.S.

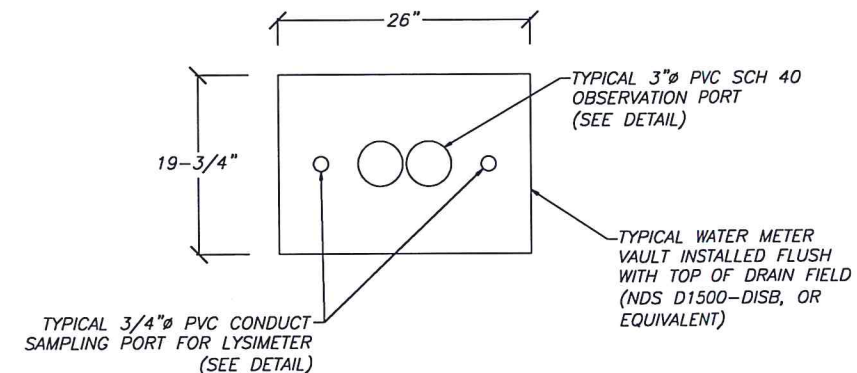
S:\CLIENTS\leon county\ostda\inrb\project\load construction drawings\Details.dwg  
 Jan 23, 2020 - 1:57pm  
 tony9



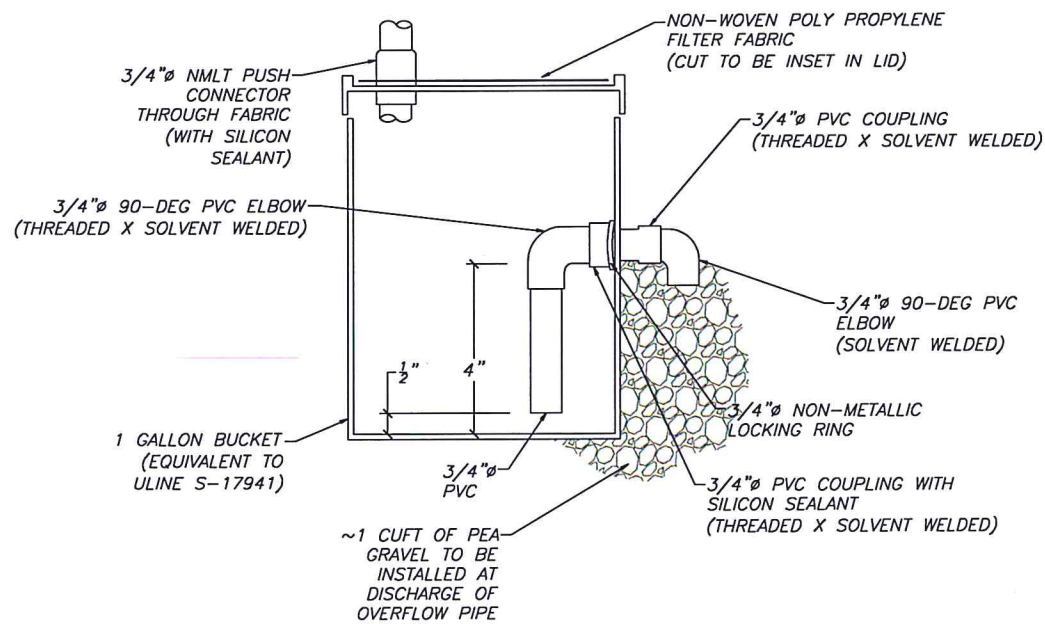
LID DETAIL



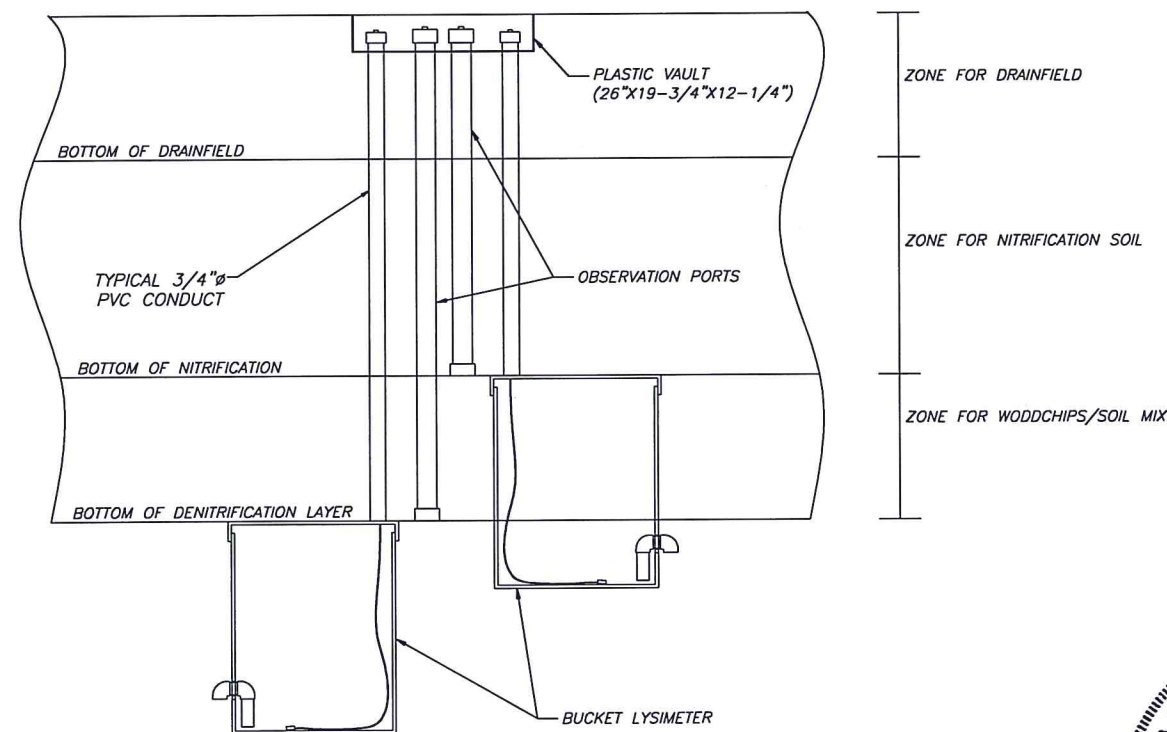
OBSERVATION PORT DETAIL  
 N.T.S.



OBSERVATION SYSTEM DETAIL  
 N.T.S.



SAMPLING PORT AND LYSIMETER DETAIL  
 N.T.S.



TYPICAL OBSERVATION/LYSIMETER BANK DETAIL  
 N.T.S.

tony9 Jan 23, 2020 - 1:57pm S:\CLIENTS\leon county\ostds inrb project\lead construction drawings\Details.dwg

Drawn by:	DJR	Notes	
Date:	JANUARY 2020		
Field book:			
Scale:	AS SHOWN		



**UNIT PRICING SHEET**

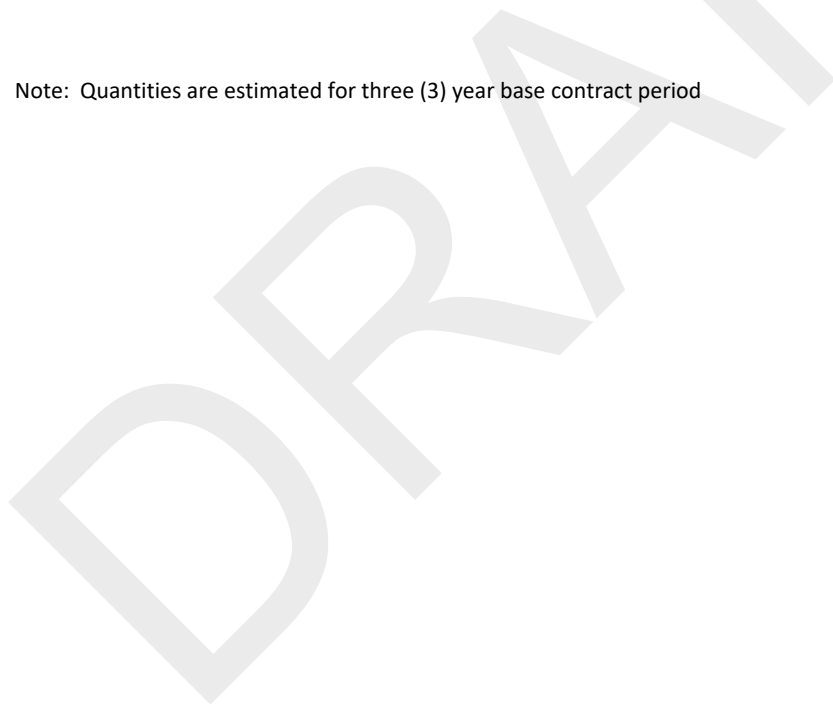
**ATTACHMENT C**

**SEPTIC SYSTEMS CONTINUING SUPPLY SERVICES**

Bidders to provide unit prices for the following items:

LINE ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
LC-1	One-time pumping of a 1,050-gallon tank	Each	120	\$ -	\$ -
LC-2	Install new 1,050-gallon concrete tank	Each	25	\$ -	\$ -
LC-3	Install new 1,050-gallon lightweight tank	Each	5	\$ -	\$ -
LC-4	Install new 300 square foot drainfield	Each	25	\$ -	\$ -
LC-5	Electric pump and pump tank system	Each	5	\$ -	\$ -
LC-6	Install additional drainfield area, as required	Square foot	1,000	\$ -	\$ -
LC-7	Install mounded drainfield	Each	5	\$ -	\$ -
LC-8	Sod for mounded drainfield	Square foot	5,000	\$ -	\$ -
LC-9	Excavate and replace unsuitable soil	Cubic Yard	100	\$ -	\$ -
LC-10	Secure all necessary permits	Each	30	\$ -	\$ -
LC-11	Install In-ground Nitrogen Reducing Biofilter	Each	90	\$ -	\$ -
LC-12	Install lysimeter and observation port system	Each	8	\$ -	\$ -
LC-13	Inspect and certify tank and drainfield	Each	5	\$ -	\$ -
				<b>TOTAL</b>	\$ -

Note: Quantities are estimated for three (3) year base contract period



Bid Title: Invitation to Bid for Septic System Services, Continuing Supply  
Bid Number: BC-02-28-20-37  
Opening Date: February 28, 2020

BID 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

med firm/individual by the undersigned authorized representative.

APALACHEE BACKHOE & SEPTIC TANK, LLC

(Firm  
Name)

Mike Sundin

(Authorized Representative)

MIKE SUNDIN

(Printed or Typed Name)

P.O. BOX 13028

TALLAHASSEE, FL 32317

OFFICE@APALACHEESEPTIC.COM

(850) 877-2824 (850) 528-6354 CELL

850 877-2820

RECEIVED

2020 MAR 12 PM 1:45

PURCHASING DIVISION  
LEON COUNTY

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated MES Initials FEB 18, 2020

Addendum #2 dated MES Initials FEB 24, 2020

Addendum #3 dated MES Initials MARCH 4, 2020

Apalachee Backhoe and Septic Tank, LLC  
 P.O. Box 13028  
 Tallahassee, FL 32317  
 (850) 877-2824

UNIT PRICING SHEET

ATTACHMENT C-REVISED

SEPTIC SYSTEMS CONTINUING SUPPLY SERVICES

Bidders to provide unit prices for the following items:

LINE ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
LC-1	One-time pumping of a 1,050-gallon tank	Each	120	\$ 315.00	\$ 37,800.00
LC-2	Install new 1,050-gallon concrete tank	Each	25	\$ 1,980.00	\$ 49,500.00
LC-3	Install new 1,050-gallon lightweight tank	Each	5	\$ 2,500.00	\$ 12,500.00
LC-4	Install new 300 square foot drainfield	Each	25	\$ 2,160.00	\$ 5,400.00
LC-5	Electric pump and pump tank system	Each	5	\$ 2,780.00	\$ 13,900.00
LC-6	Install additional drainfield area, as required	Square foot	1,000	\$ 7.00	\$ 7,000.00
LC-7	Install mounded drainfield	Each	5	\$ 780.00	\$ 3,900.00
LC-8	Sod for mounded drainfield	Square foot	5,000	\$ 0.50	\$ 2,500.00
LC-9	Excavate and replace unsuitable soil	Cubic Yard	100	\$ 26.00	\$ 2,600.00
LC-10	Secure all necessary permits	Each	30	\$ 190.00	\$ 5,700.00
LC-11	Install in-ground Nitrogen Reducing Biofilter	Each	90	\$ 6,300.00	\$ 567,000.00
LC-12	Install lysimeter and observation port system	Each	8	\$ 2,000.00	\$ 16,000.00
LC-13	Inspect and certify tank and drainfield	Each	5	\$ 300.00	\$ 1,500.00
LC-14	Additional sand for mounded drainfield	Cubic Yard	100	\$ 17.00	\$ 1,700.00
				<b>TOTAL</b>	<b>\$ 727,000.00</b>

Note: Quantities are estimated for three (3) year base contract period

*Y. M. Sanchez*

USE: ADS ARE 24 CHAMBERS  
 FOR DRAINFIELD MATERIAL  
 3/12/20



# 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 18, 2020

RE: Bid Title: Septic System Services – Continuing Supply  
Bid No: BC-02-28-20-37  
Opening Date: February 28, 2020

### ADDENDUM # 1

*Y. M. Sanderson*  
3/12/20

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the bid specifications:

A. Revisions to the Invitation to Bid (ITB):

1. Attachment C – Unit Pricing Sheet is to be removed in its entirety and replaced with Revised Attachment C – Revised Unit Pricing Sheet, attached to this Addendum.
2. Attachment A – Technical Specifications, Section 4. SPECIAL PROVISIONS shall have the following added:

**4.10 Contractors may not request reimbursement from the Florida Department of Environmental Protection Septic Upgrade Incentive Program for work performed under this contract.**

B. Questions received with answers being provided (In Bold) to assist all in preparation of the bid submission:

1. Regarding the Unit Pricing Sheet:  
LC-7 Install Mounded Drain Field Each 5

Drain field mound systems are all different sizes and prices. There is no set price on a drain field mound. How can I and how should I put a price on this item?

**Bidder is directed to the Technical Specifications Item 4.7 Line Item LC-7 which directs that 150 cubic yards of sand is to be estimated for bidding purposes.**

2. How will payment be made for additional loads associated with mounded drainfields?

**See Revised Attachment C – Unit Pricing Sheet for Line Item LC-14 Additional soil for mounded drainfield. Technical Specifications Item 4.7 is amended to include Line Item LC-14 Install additional sand for mounded drainfield beyond 150 cubic yards estimated for bidding purposes.**

*People Focused. Performance Driven.*

3. Will sod be required for standard drainfield installation?

**Technical Specifications Item 4.7 is amended to eliminate sod for Line Item LC-4.**

4. Will contractor be required to provide two-year warranty, beyond industry standard of one year, per Technical Specifications Item 4.8?

**Technical Specification Item 4.8 is amended to provide a minimum of one-year warranty on the materials and workmanship for the work performed under this contract.**

5. Is there a budget amount available to the public?

**The Advanced Septic System Pilot Project (Inground Nitrogen Reducing Biofilters) has a budget of \$1.2 million for system installations. The Continuing Supply Services for the Housing Program will be approximately \$150,000 per year for other services.**

6. Is there a start date set for work to begin?

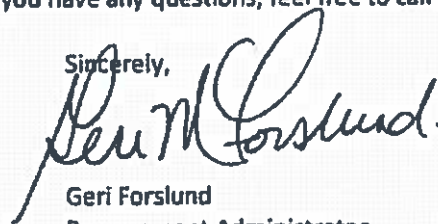
**The contract will be submitted for Board approval on April 14, 2020. Notice to Proceed will follow receipt of executed contracts from the successful vendors.**

7. How will work be awarded to contractors?

**The Advanced Septic System Pilot Project sites will be bundled in groups for quotes from contractors to confirm lowest cost and timely completion. The Housing Program will provide soil tests and site plans with the request for quotes from contractors to confirm lowest cost and timely completion.**

**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

**UNIT PRICING SHEET**

**ATTACHMENT C-REVISED**

**SEPTIC SYSTEMS CONTINUING SUPPLY SERVICES**

Bidders to provide unit prices for the following items:

LINE ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
LC-1	One-time pumping of a 1,050-gallon tank	Each	120	\$ -	\$ -
LC-2	Install new 1,050-gallon concrete tank	Each	25	\$ -	\$ -
LC-3	Install new 1,050-gallon lightweight tank	Each	5	\$ -	\$ -
LC-4	Install new 300 square foot drainfield	Each	25	\$ -	\$ -
LC-5	Electric pump and pump tank system	Each	5	\$ -	\$ -
LC-6	Install additional drainfield area, as required	Square foot	1,000	\$ -	\$ -
LC-7	Install mounded drainfield	Each	5	\$ -	\$ -
LC-8	Sod for mounded drainfield	Square foot	5,000	\$ -	\$ -
LC-9	Excavate and replace unsuitable soil	Cubic Yard	100	\$ -	\$ -
LC-10	Secure all necessary permits	Each	30	\$ -	\$ -
LC-11	Install in-ground Nitrogen Reducing Biofilter	Each	90	\$ -	\$ -
LC-12	Install lysimeter and observation port system	Each	8	\$ -	\$ -
LC-13	Inspect and certify tank and drainfield	Each	5	\$ -	\$ -
LC-14	Additional sand for mounded drainfield	Cubic Yard	100	\$ -	\$ -
				<b>TOTAL</b>	\$ -

Note: Quantities are estimated for three (3) year base contract period



# Leon County

## Board of County Commissioners

301 South Alouette Street, Tallahassee, Florida 32301  
(850) 606-5302 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

February 24, 2020

RE: Bid Title: Septic System Services – Continuing Supply  
Bid No: BC-02-28-20-37  
Opening Date Changed: March 12, 2020 @ 2:00 PM  
(addendum changes opening date)

ADDENDUM # 2

*Michelle Semter*  
3/12/20

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project. The following shall be added to the bid specifications:

A. The SCHEDULE OF EVENTS has been updated to include:

1. There will be a **SECOND MANDATORY PRE-BID MEETING** on Friday, **February 28, 2020**, beginning at **10:00 AM**, and will be held at Leon County Purchasing's offices, located at **1800-3 North Blair Stone Road**, Tallahassee, FL 32308, or by Phone – (888-270-9936) – Code 4952649.
2. The **QUESTIONS/INQUIRIES DEADLINE** has been changed to Monday, **March 2, 2020** at **5:00 PM**.
3. The **BID SUBMISSION DUE DATE** has been changed to Thursday, **March 12, 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,

*Geri Forslund*  
Geri Forslund  
Procurement Administrator

- 1) INSURANCE
- 2) NWSOC
- 3) 3 YEAR SERVICE
- 4) PERFORMANCE BOND ON EACH JOB

People Focused. Performance Driven.

## VENDOR ATTENDANCE LIST

### Pre-Bid Meeting

BID # BC-02-28-20-37

DATE/TIME: February 5, 2020 at 10:00 AM

BID TITLE: Septic System Services, Continuing Supply

**PLEASE PRINT:**

Company <u>LEON COUNTY HOUSING</u>	Phone# <u>606-1900</u>
Representative <u>LOW TWYMAN</u>	E-mail <u>TWYMANL@LEONCOUNTYFL.GOV</u>
Company <u>Leon County Housing</u>	Phone# <u>606-1900</u>
Representative <u>Matthew Wyman</u>	E-mail <u>wymanm@leoncountyfl.gov</u>
Company <u>BRIAN'S SEPTIC SERVICE</u>	Phone# <u>850-309-0000</u>
Representative <u>Brian Miller</u>	E-mail <u>brm@septic44000.com</u>
Company <u>Infrastructure Inc.</u>	Phone# <u>556-9005</u>
Representative <u>Ben Brown</u>	E-mail <u>floridapipe@aol.com</u>
Company <u>Leon Co. Public Works</u>	Phone# <u>606-1526</u>
Representative <u>Theresa Heiker</u>	E-mail <u>heikert@leoncountyfl.gov</u>
Company <u>Jim Stridham + Associates, Inc</u>	Phone# <u>850-766-9263</u>
Representative <u>Tony Holley</u>	E-mail <u>tholley@JSNA.com</u>
Company <u>Leon County Public works</u>	Phone# <u>606-1555</u>
Representative <u>Durkens mettel</u>	E-mail <u>mettelw@fl.gov</u>
Company <u>Leon County Purchasing</u>	Phone# <u>606-1600</u>
Representative <u>Ken Forslund</u>	E-mail <u>forslundg@leoncountyfl.gov</u>
Company <u>CJ Malphurs Septic Service, Inc</u>	Phone# _____
Representative <u>Fred Malphurs</u>	E-mail <u>Attended via call see Attached Email.</u>



**Geri Forslund**

---

**From:** tmalphurs@comcast.net  
**Sent:** Wednesday, February 5, 2020 10:50 AM  
**To:** Geri Forslund  
**Subject:** Participation in ITB BC-02-28-20-37

This email verifies by participation in the mandatory pre-bid conference as follows

ITB BC-02-28-20-37  
Septic System Service, Continuing Supply

Fred Malphurs  
C J Malphurs Septic Service, Inc.  
Lic. #SRO95-1220

Thank you

Fred Malphurs



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-3302 www.leoncountyl.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. THEILE  
County Attorney

March 4, 2020

RE: Bid Title: Septic System Services - Continuing Supply  
Bid No: BC-02-28-20-37  
Opening Date: March 12, 2020 @ 2:00 PM

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. Questions received with answers being provided (In Bold) to assist all in preparation of the bid submission:

1. Who is responsible for certifying tank prior to permit issuance?

**The selected contractor will certify the septic tank and submit the permit application. The County will supply the Contractor with soil borings and site plan for each proposed site as part of the quote request. The quote request will include the work to pump out and certify the tank prior to permit issuance.**

2. Who is responsible for submitting the permit to the Health Department for permit issuance?

**The County will coordinate with the Engineer to submit the permit to the Florida Department of Health.**

3. Will the grant pay for the removal of trees?

**If trees are required for the placement of the proper drainfield, then the County will include the item within the Scope of Work (Work Write Up) for the Contractors to quote.**

4. Will grant pay for damage to driveways or sidewalks?

**It is the responsibility of the Contractor to properly protect the site (driveways, sidewalks, etc.) from damage during the construction. If repair is required it will be the responsibility of the Contractor to repair and permit (if necessary) the damaged component.**

5. Will grant pay for damage to utilities that may occur during installation?

**The County will attempt to obtain information from the Property Owner regarding the existence of any private utilities (irrigation, electric, etc.) that may not be visible. If unforeseen damages to utilities occur during installation of the drainfield or septic tank**

**work, not due to Contractor's failure to use due care, cost damages may be requested from the County pursuant to County Policy.**

- 6. Will the grant pay for the replacement of fences for access to property?**

**If removal of fencing is required in order to access the location of the proposed drainfield, then Contractor should include the work in the project quote during solicitation. If adjustments to the site plan must be made after mobilization that impact existing fencing, the Contractor may request a change order for the cost to replace the fence.**

- 7. Will grant pay for electrical connection of pumps required when electrician is a subcontractor of the installer?**

**The Contractor will be required to submit the subcontractor quote directly to the County for review and approval.**

- 8. Is seeding and mulching of disturbed areas acceptable for unbounded areas of the lot?**

**Yes**

- 9. When clay soils are discovered in excavation of INRB hole what is the proper protocol for resolving the issue?**

**The Contractor will notify the County if clay soils are discovered during excavation of INRB site. The County and Engineer will verify with the Florida Department of Health whether overexcavation can proceed.**

- 10. Will there be a change order once clay has been found on the site?**

**If clay is found during excavation of the drainfield, the Contractor shall notify the County. If the County and Engineer give authorization to proceed with installation, then the Contractor can request a change order from the County for any additional cost associated excavation and replacement of clay with suitable material.**

- 11. What is proper protocol for submitting and getting change orders approved?**

**The Contractor shall submit a change order request on County form to the County Project Manager with proper documentation necessary to justify change order. Once all information has been received by the County, the County will make a determination of the change order.**

- 12. The installation of monitoring components and features are determined by whom?**

**This information will be included within the scope of work for a particular project group during quote request from the County.**

- 13. If the install has started and during the excavation the existing drainfield was damaged and then clay soils have been found at an unacceptable depth for the INRB to be installed as a mound. Who will pay for the repair of the septic system if the INRB can't be installed on the site?**

**If unforeseen site conditions are present which deem a proposed drainfield system unusable, a change order request will be required for any change in the quoted cost.**

14. If clay soils are excavated and a below ground system cannot be installed but a mounded system is required and the homeowner does not want a mounded drainfield on property how will installer be compensated to repair system?

**As a contingency, the homeowner will be required to agree to a mounded system prior to the installation of the proposed drainfield, in the event a mounded system must be installed due to site conditions.**

15. Is seed and mulch proper stabilization of mound or is sodding required? If sodding is required can we use centipede sod to stabilize the mound?

**For mounded systems, sod will be required. The type of sod most similar in species to the type of grass present at the site will be required.**

16. If a pump is required what size pump is minimum standard and what alarm is minimum standard?

**The pumps and alarm standards are stated within the Supplemental Construction Drawings for Dosed INRBs.**

17. Is only 4" PVC schedule 34 allowed in the install of drainfield or is 4" black corrugated pipe allowed?

**The septic tank effluent pipe and header pipe shall be PVC Schedule 40 DWV pipe.**

18. Is filter fabric required to cover drainfield product after install?

**Yes, filter fabric is required.**

19. Are system install pictures required for submittal for final payment?

**Although install pictures are not required, as each install will have multiple in person inspections, it is recommended.**

20. If the engineer does the site evaluation and has to relocate site due to inadequate soils will a change order be approved to backfill original site to move to new site?

**If soils are deemed inadequate and a drainfield location must be relocated, the Contractor can request a change order for additional costs incurred.**

21. Who owns the excavated spoils? Can the installer use it or what is to be done with it?

**The Contractor will be required to remove and dispose of the excess soils from the site after approval of installed system.**

22. If there is a disagreement between the health department and the engineer who has jurisdiction for final approval?

**The Florida Department of Health is permitting authority and has final jurisdiction.**

23. Leon County Health Department at times does not issue final approvals for months. How long do we have to submit for final payment?

**For the INRB project, final payment can be requested after completion of the installation, although the County may hold out 10% retainage until final approval from the Florida Department of Health and property owner are received.**

24. Can a cashier's check for 5% of bid be submitted in place of bid bond? If so when will that bid bond check be returned to the installer if installer is not accepted as one of the three approved contractors?

**A cashier's check may be submitted in place of the bid bond. The bid bond check shall be returned upon execution of the agreement.**

25. Is construction safety fencing required?

**If open excavation is left overnight or while crew is offsite, safety fencing will be required.**

26. Who is responsible for replacement for landscaping shrubs?

**If landscaping is required to be removed for proper installation of the proposed drainfield, the Contractor should include the work in the project quote. If the replacement of shrubs is necessary due to a change in the site plan, the Contractor may request a change order to cover additional cost associated with the installation.**

27. What happens if the transplanted shrubs die before the one year warranty period expires?

**The homeowner will be notified of any landscaping at the conclusion of the installation and provided with proper care instructions.**

28. Who is responsible for landscaping irrigation for a period of time to keep the plants alive?

**See response to Question 27.**

29. If culvert in drainage ditch collapses due to heavy truck traffic who is responsible for repairing culvert? Does a driveway culvert permit have to be issued by Leon County and who will get the permit if repair is needed?

**See response to Question 4.**

30. If trees must be removed do stumps have to be grinded? Does this need to be included in the bid proposal?

**If a tree must be removed for the installation of a drainfield and is located within the limits of excavation, then the stump must be removed. If tree must be removed in order to access the proposed drainfield location, then tree must be removed in a manner to allow for equipment to access site.**

31. Will the construction and performance bond be tied to each successful bid awarded or is there some other standard?

**A performance bond shall be required on project specific basis and not on the entire amount of the initial response. Quotes will be issued for each project and prior to the Notice to Proceed, a performance bond will need to be issued to Purchasing.**

32. Are we supposed to get a bond on the entire amount of what we bid for the entire project or per individual job? (It doesn't make sense that we would be required to pay for a bond for the entire project when there is going to be a rebid on each individual job.)

**See response to Question 31.**

33. Is the County going to make the Customer sign a release form releasing liability to the Contractor for any unforeseen problems or damages that may occur out of the Contractor's control while working on their property?

**Care should be taken by the Contractor to prevent damage to private property.**

34. This question was asked at the meeting but was never answered. The County is going to do the permitting and then ask for bids. Here is the problem. Part of the application to receive a permit from the County is that the septic tank must be pumped out and certified. Who is going to pump out and certify the septic tank prior to permitting?

**See the response to Question 1.**

35. Is INRB the only allowable advanced treatment system for installation?

**The County is working with the Florida Department of Environmental Protection to increase grant funds using alternative technology but has not executed grant documents with the State to receive these funds.**

**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

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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: APALACHEE BACKHOE & SEPTIC TANK, LLS  
Signature: [Handwritten Signature] Title: OWNER

STATE OF Florida  
COUNTY OF Leon

Sworn to and subscribed before me this 10<sup>th</sup> day of March, 2020

Personally known \_\_\_\_\_

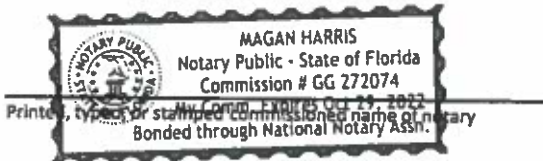
[Handwritten Signature]  
NOTARY PUBLIC

OR Produced identification X \_\_\_\_\_

Notary Public - State of Florida

FLDL S535545591240  
(Type of identification)

My commission expires: 10/29/2022



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 Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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 origin, 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: Mike Sanchez  
Title: OWNER  
Firm: APALACHEE BACKHOE & SEPTIC TANK, LLC  
Address: P.O. BOX 13028, TALLAHASSEE, FL 32311



**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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  
 OWNER  
 Title  
 3/11/20  
 Date

**Bid Title:** Invitation to Bid for Septic System Services, Continuing Supply  
**Bid Number:** BC-02-28-20-37  
**Opening Date:** February 28, 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: MICHAEL E. SUNDIN	
License Type: SEPTIC INSTALLER	
License Number: SM0041450	Expiration Date: SEPT. 30, 2020
Qualified Business License (certificate of authority) number: SA0071454	
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	FCCI
Contact's Name	STEVE PARVIN
Telephone	1-800-226-3224 X7693
Fax	941-907-8503
Address	6300 UNIVERSITY PARKWAY SARASOTA FL 34240

**Surety Company 2**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 2020**

Present Amount of Bonding Coverage (\$):  0	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 12 DAY OF MARCH, 2020

By: Mike Sundain Title: OWNER

Printed Name and Title: MIKE SUNDAIN, OWNER

**Bid Title:** Invitation to Bid for Septic System Services, Continuing Supply  
**Bid Number:** BC-02-28-20-37  
**Opening Date:** February 28, 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: XIV

Business Auto:    Indicate Best Rating: AXV  
Indicate Best Financial Classification: \_\_\_\_\_

Professional Liability:    Indicate Best Rating: N/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: XV

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 Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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 CAALTON FRANKLIN  
Typed or Printed

Signature 

Date 3/11/2020

Title President  
(Company Risk Manager or Manager with Risk Authority)



APALBAC-01

LAUREL

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
 3/12/2020

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).

<b>PRODUCER</b> Franklin Insurance Agency, Inc. P.O. Box 3145 Tallahassee, FL 32315	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No, Ext):</b> (850) 681-0433 <b>FAX (A/C, No):</b> (850) 222-8075 <b>E-MAIL ADDRESS:</b> _____
<b>INSURED</b>  Apalachee Backhoe and Septic Tank, LLC PO Box 13028 Tallahassee, FL 32317	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Southern Owners Insurance Co <b>NAIC #</b> 10190
	<b>INSURER B:</b> Auto-Owners Insurance <b>18988</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**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 CERTIFICATION 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
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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X	X	78979487	1/5/2020	1/5/2021	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 - COMP/OP AGG \$ 2,000,000 EMPLOYMENT PRAC \$ 100,000
B	<b>AUTOMOBILE LIABILITY</b> <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	X	X	4997948700	1/5/2020	1/5/2021	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 <input checked="" type="checkbox"/> RETENTION \$ 10,000			5058574100	1/5/2020	1/5/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 certificate holder is additional insured with regards to Automobile and General Liability on a primary non contributory basis with a waiver of subrogation as required by written contract with the named insured  
 30 days notice of cancellation, except 10 days for non payment

<b>CERTIFICATE HOLDER</b>  Leon County Board of County Commissioners 7550 Apalachee Prkwy Tallahassee, FL 32311	<b>CANCELLATION</b>  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)  
 10/07/2019

**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).**

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 3520 Thomasville Rd., Ste. 500  Tallahassee FL 32309	<b>CONTACT NAME:</b> Tina Graham <b>PHONE (A/C, No, Ext):</b> (850) 656-3747 <b>FAX (A/C, No):</b> (850) 656-4065 <b>E-MAIL ADDRESS:</b> tgraham@bbtally.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>INSURER A:</b> Technology Insurance Company, Inc. <b>NAIC #</b> 42376
Apalachee Backhoe & Septic Tank LLC P.O. Box 13028  Tallahassee FL 32317	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 2020-2021 Master      **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TW3850131	01/05/2020	01/05/2021	<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)**  
 3rd Party Notification exists for the Certificate Holder.  
  
 10 Day Notice of Cancellation for Non-Payment of Premium; 20 Day Notice of Cancellation for Underwriting Reasons

<b>CERTIFICATE HOLDER</b>  Leon County Department of Environmental Management 435 N. Macomb Street  Tallahassee FL 32301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
---	---

ELECTRICAL CONTRACTOR WE USE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 03/11/2020

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).

<b>PRODUCER</b> Brad Burns Insurance 2108 Delta Way  Tallahassee FL 32303		<b>CONTACT NAME:</b> Brad Burns Insurance <b>PHONE (A/C, No, Ext):</b> (850) 385-6500 <b>FAX (A/C, No):</b> (850) 385-0810 <b>E-MAIL ADDRESS:</b> info@BradBurnsIns.com	
<b>INSURED</b> Gray's Home Repair Llc Ace Electrical Contractors of Leon LLC 103 Otis Rd Monticello FL 32344-6651		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SOUTHERN-OWNERS INSURANCE COMPANY NAIC # 10190 <b>INSURER B:</b> FCBI <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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"/> PROJECT <input type="checkbox"/> LOC OTHER:		78454122	10/17/2019	10/17/2020	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 - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		78454122	10/17/2019	10/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR 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	106-50306	08/13/2019	08/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Leon County Building Department 435 N Macomb St  Tallahassee FL 32301	<b>CANCELLATION</b> 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 Septic System Services, Continuing Supply  
**Bid Number:** BC-02-28-20-37  
**Opening Date:** February 28, 2020

**CONTRACTOR'S BUSINESS INFORMATION**

COMPANY INFORMATION

Name: <u>APALACHEE BACKHOE &amp; SEPTIC TANK, LLC</u>	
Street Address: <u>P.O. BOX 13028</u>	
City, State, Zip: <u>TALLAHASSEE, FL 32317</u>	
Taxpayer ID Number: <u>61-1539317</u>	
Telephone: <u>850-877-2824</u> <u>850-528-6354</u>	Fax: <u>850-877-2820</u>
Trade Style Name: <u>MASTER SEPTIC INSTALLER</u>	

TYPE OF BUSINESS ORGANIZATION (check one)

<input checked="" 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: FLORIDA Date Established: 10/1/07

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>MICHAEL SUNDIN</u>	<u>OWNER</u>	<u>850</u> <u>528-6354</u>	<u>OFFICE @ apalachee</u> <u>SEPTIC . COM</u>



**FLORIDA DEPARTMENT OF HEALTH**

**CERTIFICATE OF AUTHORIZATION FOR SEPTIC TANK CONTRACTING**

*The Florida Department of Health hereby certifies the business or entity named below has satisfied the requirements of Part III, Chapter 489, Florida Statutes, for septic tank contracting and has been duly authorized by the Department to provide septic tank contracting services under the name of:*

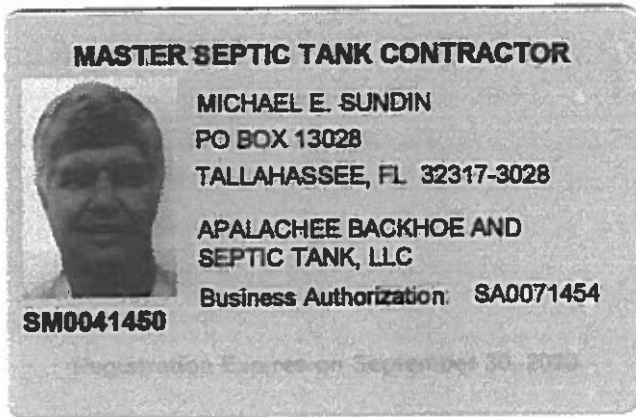
**APALACHEE BACKHOE AND SEPTIC TANK, LLC**

Qualifying Contractor: MICHAEL E SUNDIN

SA0071454  
Authorization Number

February 20, 2019  
Date Issued

March 31, 2021  
Expiration Date



---

This is to certify that the person named on the front of this card has satisfied the requirements of Part III, Chapter 489, Florida Statutes, for registration as a septic tank contractor and is registered by the Department of Health to provide contracting services under the business name listed.



**Report Unlawful Septic Tank Contracting**

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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,

APALACHEE BACKHOE AND SEPTIC TANK, LLC  
(Name of Corporation, Partnership, Individual, etc.)

a SEPTIC INSTALLER formed under the laws of FLORIDA  
(Type of Business) (State or Province)

of which he/she is OWNER  
(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.

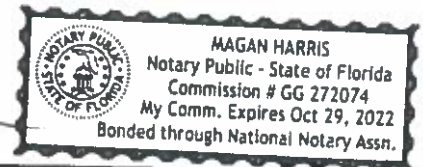
[Signature]  
AFFIANT'S NAME

OWNER  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 12th Day of March, 2020

Personally Known \_\_\_\_\_ Or Produced Identification [Signature]

Type of Identification  
PDL 8535591240



[Signature]  
NOTARY PUBLIC  
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: October 29 2022

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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.



Signature

OWNER

Title

APALACHEE BACKHOE & SEPTIC TANK, LLC

Contractor/Firm

P.O. BOX 13028 TALLAHASSEE, FL 32317

Address

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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>APALACHEE BACKHOE &amp; SEPTIC TANK, LLC</u>	
Current Local Address: <u>6253 CRESTWOOD DR TALLAHASSEE, FL 32311</u>	Phone: <u>850-877-2824</u> Fax: <u>850-877-2820</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address: <u>6 YRS</u>	
Home Office Address: <u>6253 CRESTWOOD DR TALLAHASSEE, FL 32311</u>	Phone: <u>850-877-2824</u> Fax: <u>850-877-2820</u>

[Signature]  
 Signature of Authorized Representative

3/12/20  
 Date

STATE OF Florida  
 COUNTY OF Leon

The foregoing instrument was acknowledged before me this 12th day of March, 2020  
 By Michael Sardin of Apalachee Backhoe & Septic Tank, LLC  
(Name of officer or agent, title of officer or agent) acknowledging (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 8535345591240 as identification.

Return Completed form with supporting documents to [Signature] Signature of Notary  
 MAGAN HARRIS  
 Notary Public - State of Florida  
 Commission # GG 272074  
 My Comm. Expires Oct 29, 2022  
 Bonded through National Notary Assn.  
Megan Harris Print, Type or Stamp Name of Notary  
661272074 Title or Rank  
 Serial Number, If Any




**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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

3/11/20  
Date

## Apalachee Backhoe & Septic Tank, LLC

P.o. Box 13028 Tallahassee, FL 32317

(850) 877-2824 Fax (850) 877-2820

office@apalacheeseptic.com

### References:

February 12, 2020

1. Marshall Carroll  
5951 Springhill Rd  
Tallahassee, FL 32305  
(850) 545-6804

On March 6, 2020 our company installed an INRB system at the above address. We pumped crushed and filled the existing septic tank. Installed a new 900 gallon septic tank. To correctly install the system, we had to excavate drainfield area, install a wood chip liner, pass inspections, and install the arc chambered drain field. We covered the area and graded it out so our customers could lay seed or sod to their liking.

2. Larry Houghtaling  
2259 Stonewood Ln  
Tallahassee, FL 32305  
(850) 756-0045

On October 7, 2019 our company installed an INRB system at the above address. We pumped crushed and filled the existing septic tank. Installed a new 900 gallon septic tank. To correctly install the system, we had to excavate drainfield area, install a wood chip liner, pass inspections, and install the arc chambered drain field. We covered the area and graded it out so our customers could lay seed or sod to their liking.

3. Sugrim Singh  
988 Laster Ln  
Tallahassee, FL 32305  
(850) 556-4870

On September 6, 2019 our company installed an INRB system at the above address. We pumped crushed and filled the existing septic tank. Installed a new 900 gallon septic tank. To correctly install the system, we had to excavate drainfield area, install a wood chip liner, pass inspections, and install the arc chambered drain field. We covered the area and graded it out so our customers could lay seed or sod to their liking.



**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 2020**

---

**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 *NOTARY*
- Equal Opportunity/Affirmative Action Statement
- Identical Tie Bid Statement
- Insurance Certification Form
- Contractor's Business Information Form/Applicable Licenses/Registration
- Non-Collusion Affidavit *NOTARY*
- Certification/Debarment Form
- Local Vendor Certification *NOTARY*
- E-Verify Form
- Bid Bond
- REFERENCES*



Water Management Product Catalog  
Click here to view.



Residential, Irrigation & Landscaping Product Catalog  
Click here to view

### STATEMENT OF LIMITED WARRANTY:

a) **Limited Warranty.** Subject to the limitations and exclusions set forth below, Seller warrants that the products to be delivered hereunder shall be free from defects in materials and workmanship in normal use and service. This warranty is applicable only to Buyer and there are no other intended beneficiaries of this warranty.

b) **Warranty Limitations and Exclusions**

(i) For the warranty to apply, the products must be installed in accordance with all site conditions required by state and local codes, applicable product or industry specifications and guidelines, manufacturer's installation recommendations and other applicable laws. Specifically excluded from the warranty are damages to the products arising from ordinary wear and tear, alteration or repair by anyone other than Seller, accident, misuse, abuse or neglect, or any other event not caused by Seller.

(ii) Seller's obligation under this warranty shall not include any transportation charges or costs of installation.

(iii) Except as specified above, no other express warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by word or act, shall constitute a warranty or otherwise alter, vary or expand the express warranty set forth above.

(iv) IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF BUYER OR ANY THIRD PARTY, including loss of production and profits, labor and materials, overhead costs or other loss or expenses incurred by Buyer or any third party.

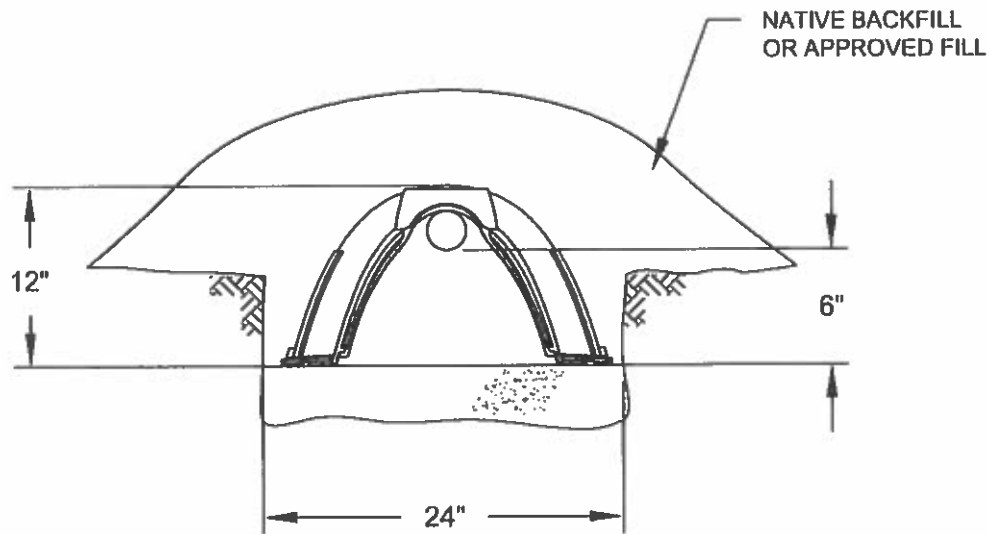
(v) TO THE EXTENT ALLOWED BY LAW, THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c) **Claims; Remedies.** All claims made under this warranty shall be presented to Seller in writing at Seller's corporate headquarters, 4640 Trueman Boulevard, Hilliard, Ohio 43026, no later than sixty (60) days after Buyer's discovery of defects in the products for which such claim is made. Any claim under this warranty that is not so presented to Seller in writing within sixty (60) days after discovery shall be deemed unconditionally waived. Seller agrees to replace those products determined by Seller to be defective and covered by this warranty. The supply of replacement products is the sole remedy of Buyer for breaches of this warranty. Seller's liability specifically excludes the cost of removal of the replaced products and/or installation of the replacement products.



Quick Links

- ➔ [Drainage Handbook](#)
- 📄 [CAD Drawings](#)
- 👤 [Request an Estimate](#)



**NOTES:**

1. EXCAVATE TRENCHES TO PROPER DEPTH AS REQUIRED BY STATE AND LOCAL CODES.
2. SMOOTH IRREGULARITIES IN THE EXCAVATION. A LEVEL, FLAT SURFACE IS REQUIRED.
3. ASSEMBLE ARC LEACHING CHAMBERS AND UNIVERSAL ENDPLATES TOGETHER IN TRENCH(ES).
4. INSTALL UNIVERSAL END CAP AND SECURE IN PLACE WITH BACKFILL.
5. PUNCH OUT PIPE HOLE OPENINGS IN THE END PLATES AS NEEDED AND CONNECT INLET PIPES.
6. FILL SIDEWALL AREA TO TOP CHAMBERS WITH NATIVE SOIL (COARSE SAND OR FINE GRAVEL MAY ALSO BE USED: NO HEAVY CLAY, SILT, OR DEBRIS SHALL BE INCLUDED).
7. "WALK IN" FILL TO COMPACT SOIL ALONG SIDES OF ARC CHAMBER. THIS IS VERY IMPORTANT TO ACHIEVE LOAD RATING.
8. COVER ARC LEACHING CHAMBERS TO A MINIMUM OF 12" OF GRANULAR COVER AFTER CONSOLIDATION FOR H-10 APPLICATIONS. AVOID LARGE ROCKS OR DEBRIS IN COVER MATERIAL COVER HEIGHTS AND LIVE LOADING LIMITS ARE IMPACTED BY BOTH SOIL TYPE AND COMPACTION REQUIREMENTS. CONTACT ADS WHEN POOR SOILS ARE ENCOUNTERED AND FOR MAXIMUM FILL HEIGHTS.

\* WIDTH INCLUDES 2" OF SIDE WALL DISTANCE.

© 2016 ADS, INC.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

REV.	DESCRIPTION	BY	MWDOY	CHKD
1	FORMATTING UPDATES AND RENAMED	TJR	03/18/16	

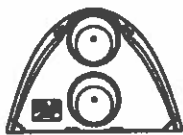
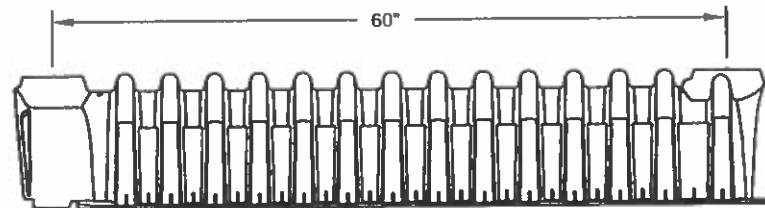
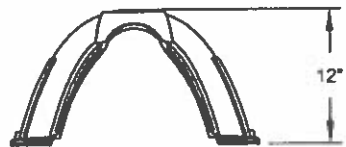
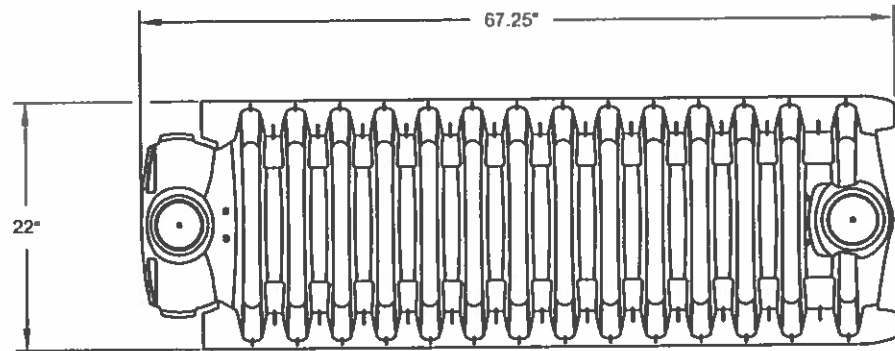
<b>ARC 24 AT GRADE INSTALLATION</b>	
DRAWING NUMBER: <b>STD-908B</b>	



4840 TRUEMAN BLVD  
HILLIARD, OHIO 43026

ADVANCED DRAINAGE SYSTEMS, INC.

Drawn By	TJR
Date	09/18/07
Check By	
Scale	NTS



END CAPS

© 2016 ADS, INC.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

Page 163 of 578

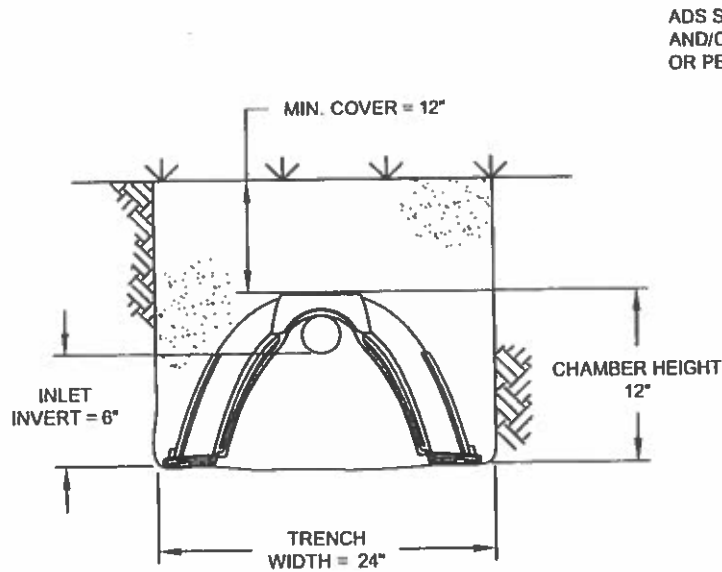
1	RENAMED	TJR	03/18/16	
REV.	DESCRIPTION	BY	MM/DD/YY	CHKD

<b>ARC 24 CHAMBER AND END CAP</b>	
DRAWING NUMBER:	STD-902

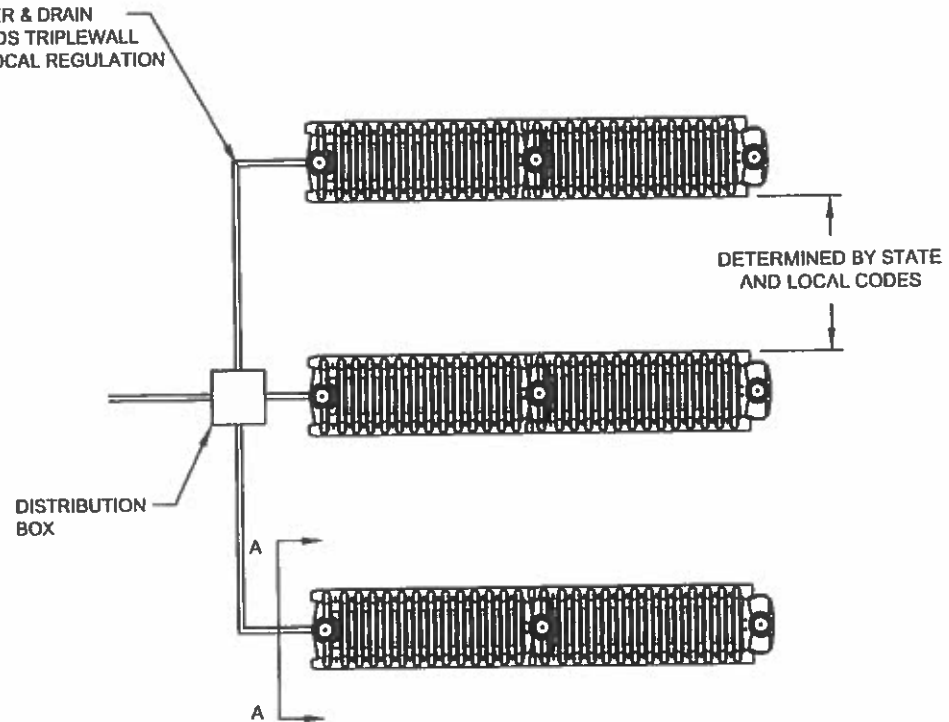


Drawn by	ETC
Date	5.15.07
Scale	
Notes	NTS
Sheet	1 OF 1

Posted April 8, 2020



SECTION A-A



**NOTES:**

1. EXCAVATE TRENCHES TO PROPER WIDTH, AND PROPER DEPTH AS REQUIRED BY STATE AND LOCAL CODES.
2. SMOOTH IRREGULARITIES IN THE EXCAVATION. A LEVEL, FLAT SURFACE IS REQUIRED.
3. ASSEMBLE ARC LEACHING CHAMBERS AND UNIVERSAL ENDPLATES TOGETHER IN TRENCH(ES).
4. INSTALL UNIVERSAL END CAP AND SECURE IN PLACE WITH BACKFILL.
5. PUNCH OUT PIPE HOLE OPENINGS IN THE END PLATES AS NEEDED AND CONNECT INLET PIPES.
6. FILL SIDEWALL AREA TO TOP CHAMBERS WITH NATIVE SOIL (COARSE SAND OR FINE GRAVEL, MAY ALSO BE USED; NO HEAVY CLAY, SILT, OR DEBRIS SHALL BE INCLUDED.)
7. "WALK IN" FILL TO COMPACT SOIL ALONG SIDES OF ARC CHAMBER. THIS IS VERY IMPORTANT TO ACHIEVE LOAD RATING.
8. COVER ARC LEACHING CHAMBERS TO A MINIMUM OF 12" OF GRANULAR COVER AFTER CONSOLIDATION FOR H-10 APPLICATIONS. AVOID LARGE ROCKS OR DEBRIS IN COVER MATERIAL. COVER HEIGHTS AND LIVE LOADING LIMITS ARE IMPACTED BY BOTH SOIL TYPE AND COMPACTION REQUIREMENTS. CONTACT ADS WHEN POOR SOILS ARE ENCOUNTERED AND FOR MAXIMUM FILL HEIGHTS.

REV.	DESCRIPTION	BY	MM/DD/YY	CHKD
1	FORMATTING UPDATES AND RENAMED	TJR	03/18/16	

© 2010 ADS, INC.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

**ARC 24  
TRENCH INSTALLATION**

DRAWING NUMBER: **STD-905B**

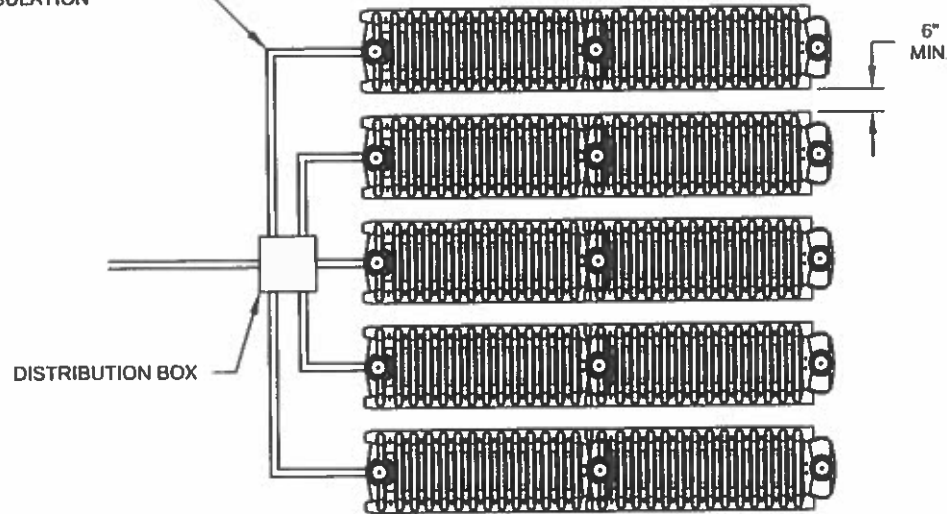


DESIGNED BY	TJR
DATE	09/05/07
CHECKED BY	CKS
SCALE	NTS
SHEET NO.	OF

Posted April 6, 2020

Attachment #1  
98x01/18

ADS SEWER & DRAIN AND/OR  
ADS TRIPLEWALL OR  
PER LOCAL REGULATION



**NOTES:**

1. EXCAVATE AND LEVEL INSTALLATION AREAS.
2. SMOOTH IRREGULARITIES IN THE EXCAVATION. A LEVEL, FLAT SURFACE IS REQUIRED.
3. INSTALL ARC LEACHING CHAMBERS IN ADJACENT ROWS TO COVER DESIRED AREA.
4. INSTALL UNIVERSAL END CAP AND SECURE IN PLACE WITH BACKFILL.
5. INSTALL 4" PIPE TO EACH ROW OF ARC CHAMBER USING KNOCKOUTS PROVIDED IN THE UNIVERSAL END CAPS.
6. ENDS OF ROWS MAY BE CONNECTED WITH PIPING TO IMPROVE DISTRIBUTION.
7. FILL PERIMETER AND INTERIOR SIDEWALL AREAS TO TOP OF CHAMBERS AND WALK INTO PLACE. AVOID LARGE ROCKS OR DEBRIS IN COVER MATERIAL.
8. COVER ARC LEACHING CHAMBERS TO A MINIMUM OF 12" OF GRANULAR COVER AFTER CONSOLIDATION FOR H-10 APPLICATIONS. AVOID LARGE ROCKS OR DEBRIS IN COVER MATERIAL. COVER HEIGHTS AND LIVE LOADING LIMITS ARE IMPACTED BY BOTH SOIL TYPE AND COMPACTION REQUIREMENTS. CONTACT ADS WHEN POOR SOILS ARE ENCOUNTERED AND FOR MAXIMUM FILL HEIGHTS. LIVE LOAD CONDITIONS ARE NOT RECOMMENDED.

© 2018 ADS, INC.

REV.	DESCRIPTION	BY	MM/DD/YY	CHKD
1	FORMATTING UPDATES AND RENAMED	TJR	03/18/16	

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

**ARC 24  
CLUSTER INSTALLATION**  
DRAWING NUMBER: **STD-907B**



Drawn by	TJR
Date	09/05/07
Check by	CKS
Scale	NTS
Sheet	OF



# INSTALLATION GUIDE

Arc™ 18 &amp; Arc 24 Chamber

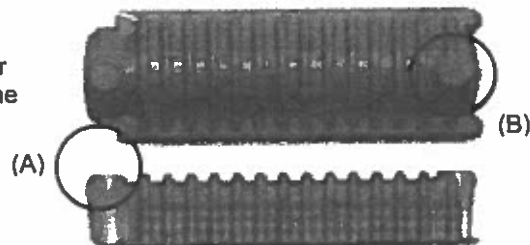
IG 8.02  
June 2008

The Arc 18 and Arc 24 chambers are an economical, easy-to-install alternative to conventional on-site leachfield systems. In a conventional on-site leachfield system, 4-inch pipe and gravel are used to fill in the excavation. The Arc chamber units eliminate the need for gravel, thereby reducing many of the problems inherent in gravel systems, including compaction, loss of storage, and fines. The open bottom design of the Arc chamber maximizes infiltrative surface area, while its structural design ensures long-term trench integrity. As allowed by state or local code, chamber system designs commonly result in sizing credits that reduce the leach field area required within the field footprint. This affords a decrease in machine time, trucking costs, and labor to the installer and an increase in usable land to homeowners, and developers.

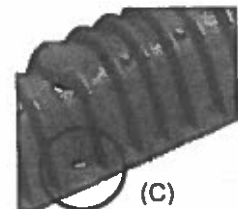
## Trench Installation Guidelines

1. Excavate trench to proper width and depth as described in the design and as required by state and local code. Excavation and proper elevation should be set according to a permit formulated from a soil evaluation by the local Health Department, soil scientist, or engineer. For any traffic condition up to an H-10 (16,000 lbs/axle) maximum load limit, the minimum cover over the crown of the chamber shall be 12 inches. For trench installations, a minimum 18-inch wide trench is required for the Arc 18 and a minimum 24-inch wide trench is required for the Arc 24. Adjacent trenches require a minimum of 2-foot separation between lines. (Note: Please check with your State or Local codes for minimum separation between trench lines.)
2. Smooth irregularities in the excavation and trench bottom, then clear any large rocks or debris from the bottom of the trench. Scarify the soil if smearing is present. The drainfield trench bottom or absorption bed should be prepared level. Any allowed slope or fall should be determined and based on your state or local codes.
3. Chamber Assembly

- a. Install the first chamber onto the prepared drainfield. Place dome end first. Each chamber end is marked either Dome (B) or Post (A) on the round observation / vent knockout ports.



- b. Assemble the Arc chambers in the trench excavation by laying the chamber dome over the post. Raise the post end of the incoming chamber and slightly pull the chamber back until the dome stops at the underlying post.
- c. As the incoming chamber is laid flat in the trench, position the lower base flanges of the incoming chamber under the raised base flanges (C) of the previously-installed chamber. The trench area in front of the raised base flange should be free of rocks, soil clumps or other obstructions to ensure proper base flange engagement.



[http://www.ads-pipe.com/pdf/en/AIG\\_8.02\\_Arc\\_18\\_and\\_Arc\\_24\\_Installation\\_Guide.pdf](http://www.ads-pipe.com/pdf/en/AIG_8.02_Arc_18_and_Arc_24_Installation_Guide.pdf)  
 Filename: AIG\_8.02\_Arc\_18\_and\_Arc\_24\_Installation\_Guide.pdf

www.arc-chamber.com

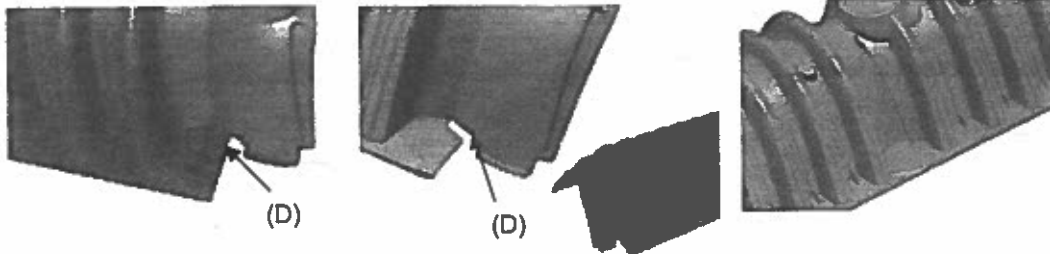
1



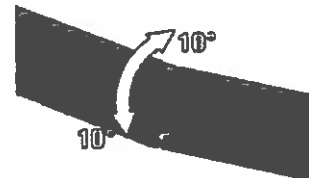
- d. Arc 18 and Arc 24 chambers are designed with an articulating joint that allows for a free-range horizontal rotation of 20 degrees, with a maximum of 10 degrees in either direction. Do not over-rotate the joint beyond 10 degrees.



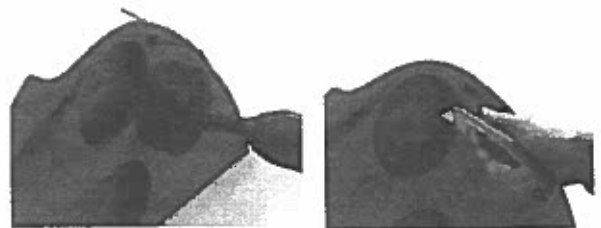
- e. Each chamber is equipped with a swivel lockout feature (D) located at the base flange of the post end. While the swivel lockout is left in place, the chambers are designed to align in a straight pattern. With the swivel lockout removed, the chamber is free to rotate. The swivel lockout may be removed by cutting along the two sides of the perforation of the lockout and then either moving or removing the remaining piece of plastic from its original position.



- f. As each chamber is placed in the trench, adjust the trench direction accordingly by removing the appropriate swivel lockout. The incoming chamber base flange will now ride in the removed lockout gap, allowing up to ten degrees of rotation per five-foot chamber.



4. Prior to installing end caps, remove the appropriate knockouts for pipe connections by placing the end cap face down on a hard surface and cutting with a hole saw or utility knife. Trim any burrs or excess material with a utility knife. Where a hole saw is used to create a pipe opening, centering dimples are placed in the middle of each knockout for the hole saw pilot bit. The knockout will accept 4" SDR 35, 4-inch Schedule 40, or 4-inch ADS-3000 Triplewall® pipe. Inlet pipe nipples must not exceed 2 inches in length. Nipples extending beyond 2 inches will interfere with the chamber and hinder end cap assembly. Upper knockout shall be used for inlet piping. Lower knockouts are provided for return lines or continuous circuit piping in bed or mound systems. Receiving pockets for 6" x 8" splash plates are incorporated into every end cap.



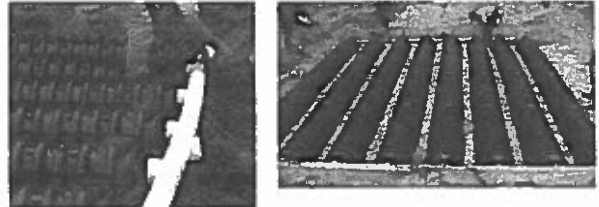
5. Place lip of end cap over the end of the chamber unit and snap into place. Secure in place with backfill. The universal end cap is designed to fit both ends of the Arc 18 and Arc 24 chamber. The end cap shall be placed so that the Arc logo faces outward.





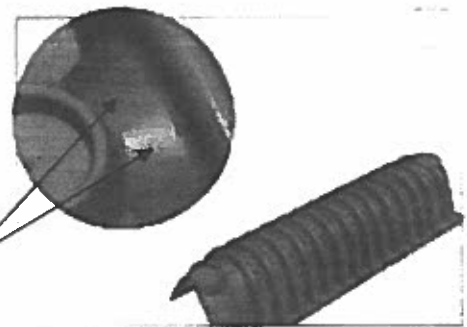
6. Where required by local code, a splash plate shall be placed under the inlet end of the chamber. Each end cap is equipped with splash plate receiving pockets. Place the splash plate into the positioning fins prior to end cap assembly.

7. Where required, connect serial or manifold lines of the chambers in the same manner as described in steps 4 and 5 above.



8. The post end has small knockouts located on the roof of each chamber. When removed, these knockouts allow for the use of zip ties or straps in order to hang pressure-dosing pipe. Where pressure-dosing pipe is used, end caps should be prepared with a hole saw to adequately accommodate the outside diameter of the PVC dosing pipe.

Knockout



9. An easy-knockout inspection port is provided in each Arc 18 and 24 chamber. Once the knockout is removed, the resulting opening will accept 4-inch SDR 35 (4.215" O.D.) or 4-inch Schedule 40 (4.5" O.D.) pipe. The Schedule 40 pipe may require moderate coaxing with a rubber mallet.



10. Fill sidewall area to top of chambers with native soil (or select fill where required). Fill shall be compacted to the minimum requirements necessary for the soil type used. "Walking in" the soil is one acceptable means for achieving the compaction level along the sides of the chamber.



11. Complete the backfill of the system with native soil or select fill to the depth specified in the system design and as required by state and local codes. Avoid large rocks and debris in backfill material, as they may eventually impinge on the chamber. As common practice, avoid driving any equipment over the Arc chambers prior to final backfill. Where vehicular loading will be anticipated, all Arc 18 and Arc 24 chambers are approved for H-10 (16,000 lbs/axle) loading when installed with a minimum of 12 inches to a maximum of 8 feet of cover after consolidation\*.



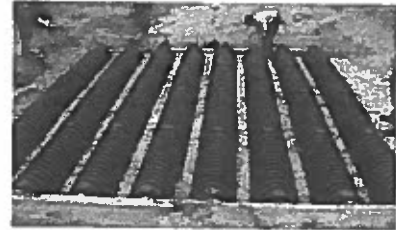
12. When preparing the final grade, grading shall be such that stormwater is diverted away from the drainfield. System final grade should be crested or sloped, never left flat or concave. Channel storm and downspout water away from the drainfield. Final grading should be slightly to moderately limited soil to help maintain an



aerobic state in the drainfield. Venting is not required. However, venting is recommended to promote oxygen to easily access to the drainfield, and may be required by code.

**Bed Installation Guidelines**

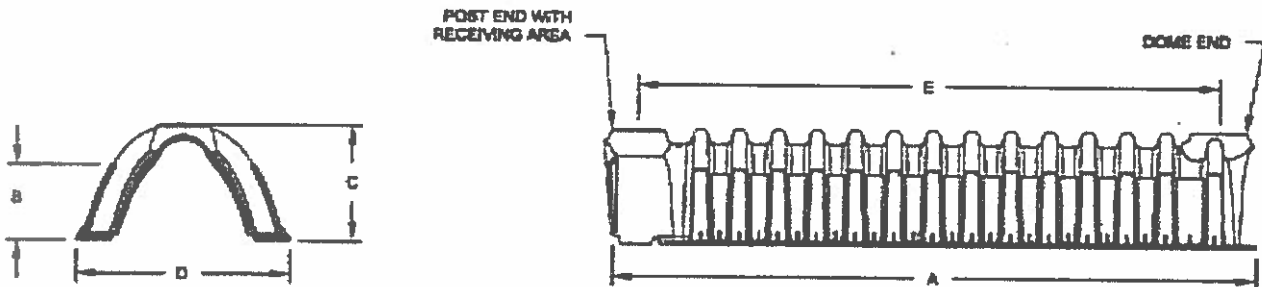
1. Excavate bed to proper width and depth as described in the design and as required by state and local code. For any traffic condition up to an H-10 (16,000 lbs/axle) maximum load limit, the minimum cover over the crown (top of chamber) of the chamber shall be 12 inches. The total minimum bed depth, when measured to the bottom of the chamber, shall be 24 inches to the bottom of the trench bed for the Arc 18 and Arc 24 chambers for non-traffic applications. For bed type installations, a minimum separation of 4 to 6 inches is required between chamber rows.



2. Smooth irregularities in the excavation and clear any large rocks or debris from the bottom of the bed. Slope of the bed shall be determined based on state or local code.
3. For chamber assembly, see steps 3 through 10 in the Trench Installation Guidelines above.



\* Cover height and live loading limits are impacted by both soil type and compaction requirements. Advanced Drainage Systems should be contacted when poor soils are encountered or, if unknown, when fill heights exceed 2 feet.



	ARC 18	ARC 24
Length (A)	67 in	67 in
Repeat Length (E)	60 in	60 in
Side Wall Height (B)	7.5 in	7.5 in
Overall Height (C)	12 in	12 in
Overall Width (D)	16 in	22.5 in
Weight	11 lbs	13 lbs
Capacity	3.42 cu ft (25.6 gal)	5.02 cu ft (37.5 gal)

NOTICE TO CUSTOMER  
THE PURCHASE OF AN INDEMNITY BOND WILL BE  
REQUIRED BEFORE AN OFFICIAL CHECK OF THIS BANK  
WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS  
LOST, MISPLACED OR STOLEN.



P.O. BOX 966  
CONWAY, AR 72033

Attachment #1

981823

REMITTER

APALACHEE BACKHOE AND SEPTIC TANKS

DATE 03/12/2020

81-275/829  
2000040

PAY TO THE ORDER OF LEON COUNTY BOARD OF COMMISSIONERS

\$36,350.00

Thirty Six Thousand Three Hundred Fifty Dollars AND 00 Cents



THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY

**CASHIER'S CHECK**

*Jessica J. McCalisto* MP

⑈0981823⑈ ⑆082902757⑆

2000040⑈

Bid Title: Invitation to Bid for Septic System Services, Continuing Supply  
Bid Number: BC-02-28-20-37  
Opening Date: February 28, 2020

BID 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

ed firm/individual by the undersigned authorized representative.

Brian's Septic Service  
(Firm Name)

*Brian Miller*  
(Authorized Representative)

Brian Miller  
(Printed or Typed Name)

P.O. Box 14078

Tallahassee, FL 32317

brianseptic@yahoo.com

850-309-0600

850-878-3477

RECEIVED  
2020 MAR 12 AM 11:25  
PURCHASING DIVISION  
LEON COUNTY

FAX

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated Bm Initials

Addendum #2 dated Bm Initials

Addendum #3 dated Bm Initials

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 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: Brian's Septic Service

Signature: [Signature] Title: Owner

STATE OF Florida  
COUNTY OF Leon

Sworn to and subscribed before me this 11<sup>th</sup> day of March, 2020 in peterson

Personally known NA

[Signature]

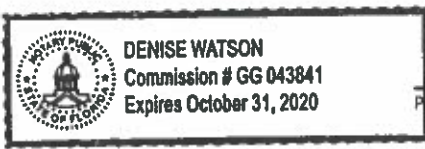
NOTARY PUBLIC

OR Produced identification Florida Drivers License

Notary Public - State of Florida

My commission expires: 10/31/2020

(Type of identification)



Denise Watson  
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 Septic System Services, Continuing Supply**

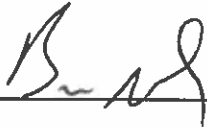
**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 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: Owner  
Firm: Brian's Septic Service  
Address: P.O. Box 14078 Tallahassee, FL 32317

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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:

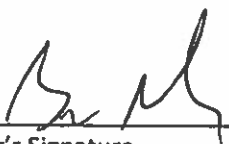
- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about 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

Owner  
\_\_\_\_\_  
Title

2.21.2020  
\_\_\_\_\_  
Date

Bid Title: Invitation to Bid for Septic System Services, Continuing Supply  
 Bid Number: BC-02-28-20-37  
 Opening Date: February 28, 2020

**CONTRACTOR'S BUSINESS INFORMATION**

COMPANY INFORMATION

Name: <u>Brian's Septic Service</u>	
Street Address: <u>P.O. Box 14078</u>	
City, State, Zip: <u>Tallahassee, FL 32317</u>	
Taxpayer ID Number: <u>16 1726806</u>	
Telephone: <u>850-309-0000</u>	Fax: <u>850-878-3477</u>
Trade Style Name: <u>SEPTIC CONTRACTOR</u>	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input checked="" 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: FLORIDA Date Established: NOVEMBER 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>Lisa Miller</u>	<u>OWNER</u>	<u>850 264-7751</u>	<u>lisa81603@yahoo.com</u>
<u>BRIAN MILLER</u>	<u>OWNER</u>	<u>545-2740</u>	<u>BRIANSEPTIC@yahoo.com</u>



**Bid Title:** Invitation to Bid for Septic System Services, Continuing Supply  
**Bid Number:** BC-02-28-20-37  
**Opening Date:** February 28, 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: <i>BRIAN MILLER</i>	
License Type: <i>FLORIDA STATE SEPTIC CONTRACTOR</i>	
License Number: <i>SP00113B2</i>	Expiration Date: <i>09/01/2020</i>
Qualified Business License (certificate of authority) number: <i>SA 0081569</i>	
Alternate Licensee:	
License Type: <i>N/A</i>	
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	<i>N/A</i>
Fax	
Address	

**Surety Company 2**

Company Name	
Contact's Name	
Telephone	<i>N/A</i>
Fax	
Address	

**Bid Title:** Invitation to Bid for Septic System Services, Continuing Supply  
**Bid Number:** BC-02-28-20-37  
**Opening Date:** February 28, 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 10 DAY OF MARCH, 2020

By: Bryan Miller Title: OWNER

Printed Name and Title: BYRAN MILLER - OWNER

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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,

Brian's Septic Service  
(Name of Corporation, Partnership, Individual, etc.)

a Septic Contractor formed under the laws of Florida  
(Type of Business) (State or Province)

of which he/she is Sole Owner  
(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.

[Signature]  
AFFIANT'S NAME

Owner  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 11<sup>th</sup> Day of March 2020

Personally Known NO Or Produced Identification Florida in person

Type of Identification Florida Drivers license  
Denise Watson



NOTARY PUBLIC  
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: 10/31/2020

Bid Title: Invitation to Bid for Septic System Services, Continuing Supply  
Bid Number: BC-02-28-20-37  
Opening Date: February 28, 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: XV

Business Auto: Indicate Best Rating: A++  
Indicate Best Financial Classification: XV

Professional Liability: Indicate Best Rating: Does not have  
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: B+  
Indicate Best Financial Classification: VI

If answer is NO, provide name and address of insurer:

FAM Insurance Company  
4601 Touchton Rd. East Bldg 300  
St. 3160  
Jacksonville, FL 32044

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 Septic System Services, Continuing Supply  
Bid Number: BC-02-28-20-37  
Opening Date: February 28, 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 - will have to see if we can quote

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 Nathan Marks  
Typed or Printed

Signature Nathan W. Marks

Date 3/2/2020

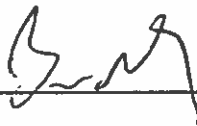
Title VP, Agent  
(Company Risk Manager or Manager with Risk Authority)

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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

Owner  
\_\_\_\_\_  
Title

Brian's Septic Service  
\_\_\_\_\_  
Contractor/Firm

P.O. Box 14078 Tallahassee, FL 32317  
\_\_\_\_\_  
Address

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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>Brian's Septic Service</u>	
Current Local Address: <u>4973 Capital Circle SE Tallahassee, FL 32311</u>	Phone: <u>850 309-0000</u> Fax: <u>878-3477</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>9722 Faraway Farm Rd Tallahassee, FL 32317</u>	Phone: <u>309-0000</u> Fax: <u>878-3477</u>

[Signature] \_\_\_\_\_ Date 3/11/2020

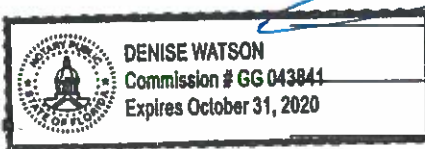
Signature of Authorized Representative

STATE OF Florida  
 COUNTY OF Leon

The foregoing instrument was acknowledged before me this 11th day of March, 2020  
 By Brian Millet of Brian's Septic Service  
(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 Florida Driver's License as identification. In person

Return Completed form with supporting documents to:  
 Leon County Purchasing Division  
 1800-3 N. Blair Stone Road  
 Tallahassee, Florida 32308



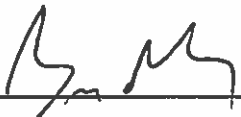
Signature of Notary Denise Watson  
 Print, Type or Stamp Name of Notary Notary  
 Title or Rank \_\_\_\_\_  
 Serial Number, If Any GG043841

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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

2.21.2020  
\_\_\_\_\_  
Date



## **Septic Services Continuing Supply**

### **TECHNICAL SPECIFICATIONS:**

#### **1. SUMMARY OF WORK**

The proposed Septic Services Continuing Supply work will occur in the unincorporated areas in Leon County, Florida. The scope of work to be performed under this bid will include construction of storm sewer collection system, water installation/ relocation, roadway and curb and gutter reconstruction, sidewalk construction and landscape planting, and all associated improvements as shown on the construction plans.

#### **2. GENERAL REQUIREMENTS**

The construction sequence and design notes are shown on the construction plans. The contract administration, construction procedure, materials, and equipments, shall be in accordance with the following specifications and contract documents:

- 2.1 State of Florida Department of Health Rule 64E-006
- 2.2 All Standards and specifications called out on the attached Plans
- 2.3 Leon County Technical Specifications

In the event of any conflict between the Florida Department of Health's (FDOH) Rule and the specifications of this contract, the FDOH Rule 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 The construction of the In-ground Nitrogen Reducing Biofilter (INRB) systems will be in accordance with attached plans dated January 23, 2020. The Engineer will be responsible for securing FDOH permits and completing soil tests to develop site specific designs for each property to receive an INRB system. The INRB construction approach is laid out in the Sequence of Construction and General Notes sections of the Construction Plans on Sheet 2 of 4.

- 4.2 The Contractor is responsible to ensure all construction activities remain in compliance with the permit requirements.
- 4.3 The Contractor is required to coordinate with residents to maintain ingress and egress at all times during construction.
- 4.4 It is Contractor's responsibility to verify and locate all the utilities to avoid damages. The Contractor is responsible for returning all disturbed areas to pre-construction conditions (leveling, filling, sodding, seeding, etc.). The Contractor is responsible for repairing and/or replacing any other incidental damages such as broken sidewalks or driveways, etc. to pre-work conditions.
- 4.5 If the construction work causes any damage to adjacent properties, the Contractor will be responsible for compensation unless it is proved otherwise.
- 4.6 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 unit bid price.
- 4.7 The tasks associated with this contract are to include, but not be limited to, the activities listed in the Unit Pricing Sheet as detailed below:
- LC-1** One-time pumping of a 1,050-gallon septic tank and inspection of structural condition
  - LC-2** Install new 1,050-gallon concrete septic tank, including crushing and filling the old tank, connection of the waste lines to the house and drainfield with cleanouts, restoration of ground surface to pre-work condition
  - LC-3** Install new 1,050-gallon lightweight tank where access prevents use of concrete tank, including crushing and filling the old tank, connection of the waste lines to the house and drainfield with cleanouts, restoration of ground surface to pre-work condition
  - LC-4** Install new 300 square foot drainfield, including clearing and grubbing, restoration of ground surface with sod or seed to match adjacent areas
  - LC-5** Electric waste pump and pump tank system complete, including electrical connections, 1/3 HP pump, alarm, GFCI circuit, 50-foot of wire for bidding purposes and electrical disconnect. All electrical work is to be performed by qualified, licensed personnel.
  - LC-6** Install additional drainfield to supplement existing drainfield, restoration of ground surface to pre-work condition with sod or seed to match adjacent areas, by square foot
  - LC-7** Install mounded drainfield at elevations and dimensions directed by permit, including 150 cubic yards of sand for bidding purposes
  - LC-8** Sod for all surfaces of mounded septic tank installed, per square foot
  - LC-9** Excavate and replace unsuitable soil for installation of tank or drainfield, per cubic yard

**LC-10** Secure all necessary state and local permits for installation of tanks and/or drainfields. INRB related work permits to be secured by Engineer and County Project Manager.

**LC-11** Install In-ground Nitrogen Reducing Biofilter per attached construction plans, including pump and inspection of septic tank, connection of new INRB to waste line with cleanout, restoration of ground surface, stabilization of surface with sod

**LC-12** Install pan lysimeters and observation port system per attached construction plans within INRB footprint as directed by Engineer and County Project Manager

**LC-13** Inspect existing septic tank and drainfield and certify compliance with FDOH standards

- 4.8 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 inspection by the Leon County Environmental Health Unit.
- 4.9 Copies of permits and approved final inspection will be delivered to the County Project Manager upon completion of each assigned work order.

Attachment B

Commissioners:  
Bill Proctor  
District 1

Archie Jackson  
District 2

Rick Mize  
District 3

Bryan DeLoe  
District 4

Kristin Danner  
District 5

Mary Ann Lintley Al-Lorge  
District 6

Bryan DeLoe Al-Lorge  
Chairman



Wesley E. Long  
County Administrator

Herbert W. A. Thayer  
County Attorney

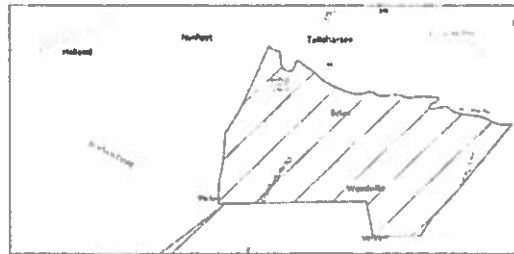
Boyd Paul  
Director of Public Works

# LEON COUNTY

## Department Of Public Works

### Division Of Engineering Services

Public Works Center  
2280 Miccosukee Road Tallahassee, FL 32308-5367  
Phone: (850) 606-1500 \* Fax: (850) 606-1501

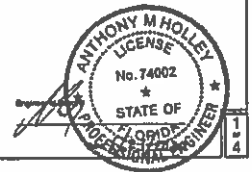


INDEX	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	DETAILS AND SPECIFICATIONS
4	DETAILS AND SPECIFICATIONS

OWNER: LEON COUNTY

## ADVANCED SEPTIC SYSTEM PILOT STUDY

FOR  
LEON COUNTY PUBLIC WORKS  
TALLAHASSEE, FLORIDA 32308



Attachment B

**SEQUENCE OF CONSTRUCTION:**

- ENGINEER TO COMPLETE ONSITE SOIL BORING AND PERMITTING FOR SUBJECT LOCATION.
- CONTRACTOR TO ASSESS THE CONDITION OF THE EXISTING SEPTIC TANK AND DRAINFIELD AND NOTIFY THE COUNTY AND ENGINEER IF THE CONDITION APPEARS TO BE STRUCTURALLY UNSOUND FOR USE.
- CONTRACTOR TO NOTIFY AND COORDINATE WITH ENGINEER, COUNTY, AND FLORIDA DEPARTMENT OF HEALTH (FDH) INSPECTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- UPON RECEIPT OF NOTICE TO PROCEED (NTP) FROM PROJECT MANAGER(PM) (LEON COUNTY), ENGINEER/CONTRACTOR SHALL PREP THE SITE FOR THE INSTALLATION OF THE NEW DRAINFIELD AND/OR REMOVAL OF THE EXISTING DRAINFIELD.
- THE CONTRACTOR SHALL EXCAVATE THE MATERIAL REQUIRED FOR THE INSTALLATION OF THE NEW IN-GROUND NITROGEN REDUCING BIOFILTER (NBR), AS SPECIFIED ON SHEET 3.
- IF DIRECTED BY THE PM, THE CONTRACTOR SHALL INSTALL THE LYSMETER AND OBSERVATION POINT PER THE SPECIFICATIONS ON SHEETS 3 & 4. THE LYSMETER INSTALLATION SHALL BE OVERSEEN BY THE ENGINEER. THE ENGINEER WILL NOTIFY THE FDH INSPECTOR OF INSTALLATION OF LYSMETER TO DETERMINE NEED OF INSPECTION.
- THE CONTRACTOR SHALL INSTALL THE MULCH MIX AS SPECIFIED ON SHEET 2 AND 3, AND REQUEST INSPECTION BY FDH INSPECTOR AND ENGINEER, PRIOR TO COMMENCEMENT OF SUBSEQUENT LAYERS.
- UPON APPROVAL FROM FDH INSPECTOR AND ENGINEER, CONTRACTOR SHALL INSTALL THE SAND LAYER AS DESCRIBED ON SHEET 2 AND 3. FOLLOWING INSTALLATION OF THE SAND LAYER, CONTRACTOR SHALL REQUEST INSPECTION FROM THE FDH INSPECTOR AND ENGINEER, PRIOR TO PROCEEDING.
- UPON APPROVAL BY FDH INSPECTOR AND ENGINEER, CONTRACTOR SHALL INSTALL THE DRAINFIELD HEADER, INFILTRATION CHAMBERS AND SOIL REQUIRED TO BRING DRAINFIELD SURFACE LEVEL WITH THE EXISTING GRADE.
- IF LYSMETER AND OBSERVATION POINTS WERE INSTALLED, CONTRACTOR SHALL INSTALL WATER METER VAULTS FLUSH WITH TOP OF PROPOSED DRAINFIELD TO ALLOW FOR PROTECTION AND ACCESS TO OBSERVATION AND SAMPLING PORTS AS SHOWN ON SHEET 4.
- CONTRACTOR SHALL BRING SITE BACK TO EXISTING CONDITIONS (I.E. SOIL OR GRASS SEED OVER DISTURBED AREAS, REPLACEMENT OF FENCIS AND/OR LANDSCAPING, ETC.). SOIL SHALL BE PLACED OVER THE PROPOSED DRAINFIELD AREA, ALTHOUGH GRASS SEED (IMPERVIOUS TO EXISTING GRASS) MAY BE USED ON AREAS OF MINOR DISTURBANCE.
- CONTRACTOR SHALL NOTIFY ENGINEER, COUNTY AND FDH INSPECTOR AT COMPLETION OF INSTALLATION TO COORDINATE FINAL INSPECTION.

**SOIL/MULCH NOTES:**

- (1) UNSATURATED INFILTRATION SOIL SHALL BE AS DEFINED WITHIN RULE 64E-8.009(7)(G)10.FAC. THE MATERIAL SHALL CONSIST OF SAND/FINE SAND BUT EXCLUDING:
  - a. THOSE HAVING COLOR VALUES LESS THAN OR EQUAL TO 4 WITH CHROMA LESS THAN OR EQUAL TO 3, OR
  - b. THOSE WITH COLORS ON THE GLEY CHART;
- (2) WOODCHIP/SOIL MIX SHALL BE AS DEFINED WITHIN RULE 64E-8.009(7)(G)11.FAC. THE WOODCHIPS AND SOIL SHALL BE MIXED AT A SOIL RATIO BY VOLUME.
  - a. THE WOODCHIPS SHALL BE HARDWOOD IN SPLICES AND BE 2-3 INCHES IN LENGTH. NO LEAVES, FRASH, OR LARGE CHUNKS OF WOOD WILL BE ACCEPTED WITHIN MIXTURE.
  - b. THE SOIL MEDIA SHALL BE COMPOSE SANDY LOAM, SANDY LOAM, LOAMY SAND, FINE SANDY LOAM, VERY FINE SAND, LOAMY FINE SAND, OR LOAMY VERY FINE SAND.

**GENERAL NOTES:**

- CONTRACTOR SHALL MAINTAIN EXISTING SITE DURING THE INSTALLATION OF THE PROPOSED DRAINFIELD.
- CONTRACTOR SHALL CONNECT TO EXISTING SEPTIC TANK EFFLUENT LINE IN COORDINATION WITH ABANDONMENT OF EXISTING DRAINFIELD.
- CONTRACTOR SHALL CONNECT WATERMAIN AFTER THE INSTALLATION OF EACH LAYER WITHIN THE DRAINFIELD TO MINIMIZE SETTLING OF DRAINFIELD. AFTER COMPLETION THE CONTRACTOR SHALL USE A METHOD OF COMPACTION THAT WILL NOT DAMAGE THE LYSMETERS, SAMPLING PORTS AND OBSERVATION PORTS.
- IF THE EXISTING SEPTIC TANK IS DEEMED UNSOUND AT TIME OF INSPECTION, THEN CONTRACTOR SHALL REQUEST APPROVAL PRIOR TO REMOVAL, REPAIR, OR REPLACEMENT FROM PM AND/OR ENGINEER.
- ALL PVC SHALL BE SCHEDULE 40 DRW-TYPE AND UTILIZE SOLVENT WELDED CONNECTIONS.
- ALL SEPTIC LOADING CHAMBERS SHALL BE ARCB MANUFACTURED BY INFILTRATOR, OR APPROVED EQUAL.
- FOR THE CONSTRUCTION OF THE LYSMETER, FILTER FABRIC SHALL BE CUT TO FIT DOWN WITHIN THE LID OF THE RUCKET AND NOT OVERHANG THE EDGE.
- ALL DRAINFIELD AND SEPTIC TANK WORK SHALL BE INSTALLED PER FLORIDA DEPARTMENT OF HEALTH GUIDELINES, RULES AND REGULATIONS. IF THERE IS A CONFLICT BETWEEN THESE DRAWINGS AND THE FDH RULES AND REGULATIONS, CONTRACTOR SHALL NOTIFY THE ENGINEER AND WAIT FOR DIRECTION.
- THE SIZE OF DRAINFIELD SHALL BE SPECIFIED BY ENGINEER AND THE LOCATION OF DRAINFIELD SHALL BE SPECIFIED BY ENGINEER/OWNER.
- ENGINEER SHALL IDENTIFY THE DEPTH OF THE UNSATURATED SLIGHTLY WETTING SOIL AND/OR SEASONAL HIGH WATER TABLE PRIOR TO COMMENCEMENT OF DRAINFIELD INSTALLATION.
- CONTRACTOR SHALL INSTALL WARNING FENCES AROUND EXCAVATIONS WHICH ARE LEFT OPEN OVERNIGHT.

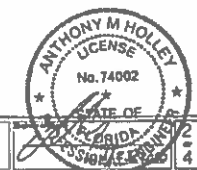
4/1/20 11:53am 2:10:20 PM 120x10148.dwg 120x10148.dwg  
 2020 11:53am 2:10:20 PM 120x10148.dwg 120x10148.dwg  
 2020 11:53am 2:10:20 PM 120x10148.dwg 120x10148.dwg

**Leon County Department of Public Works**  
 6850 McIntosh Avenue Road, Tallahassee, Florida 32303  
 Phone (904) 624-1200 • Fax (904) 624-1201

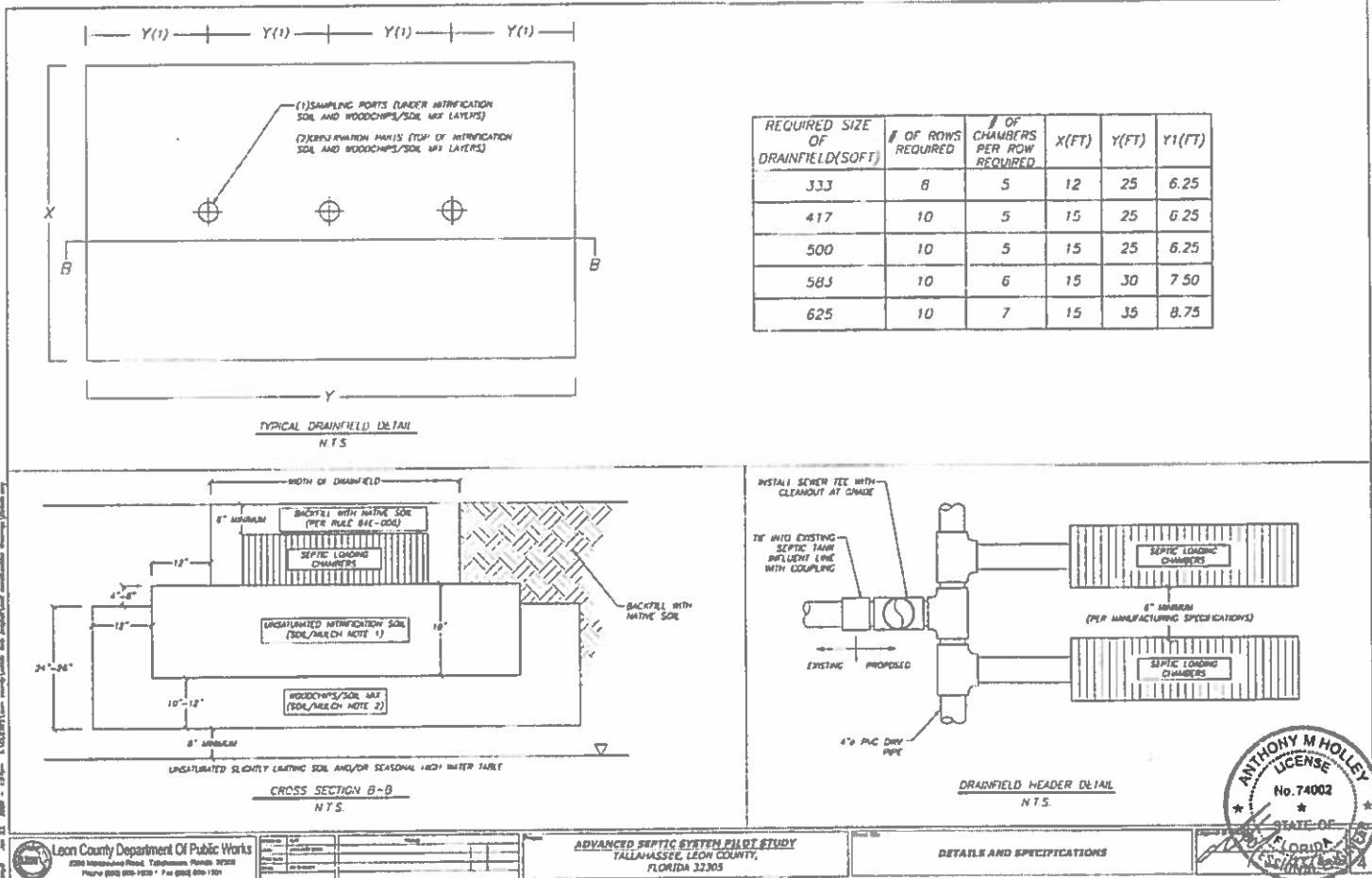
Sheet No.	Revision	Date

**ADVANCED SEPTIC SYSTEM PILOT STUDY**  
 TALLAHASSEE, LEON COUNTY,  
 FLORIDA 32303

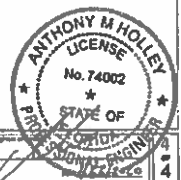
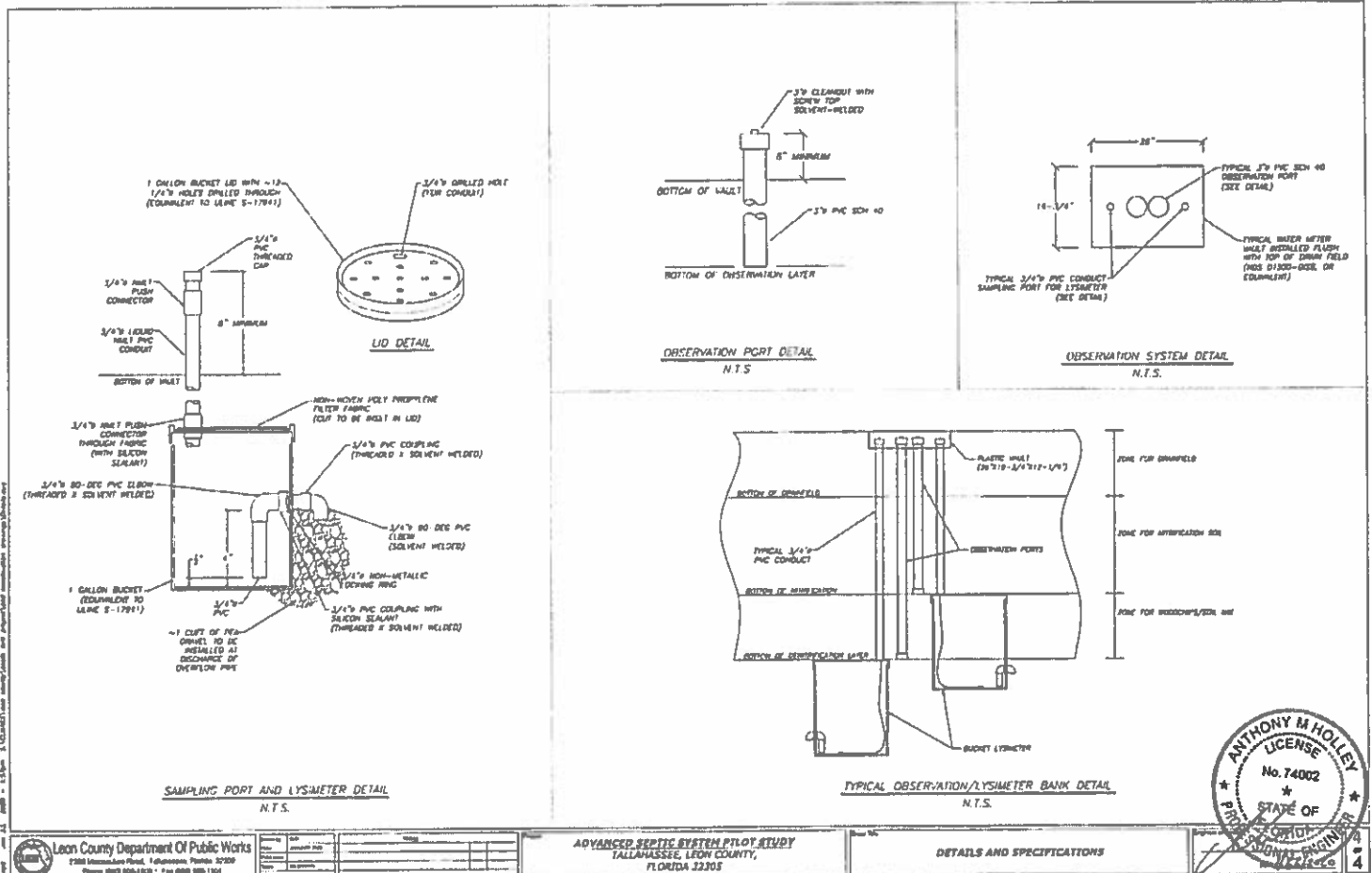
GENERAL NOTES



Attachment B



Attachment B



Leon County Department of Public Works  
2300 International Plaza, Tallahassee, Florida 32302  
Phone 904 904-1529 • Fax 904 904-1104

ADVANCED SEPTIC SYSTEM PILOT STUDY  
TALLAHASSEE, LEON COUNTY,  
FLORIDA 32305

DETAILS AND SPECIFICATIONS

**UNIT PRICING SHEET**

**ATTACHMENT C-REVISED**

**SEPTIC SYSTEMS CONTINUING SUPPLY SERVICES**

Bidders to provide unit prices for the following items:

LINE ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
LC-1	One-time pumping of a 1,050-gallon tank	Each	120	\$ 300.00 -	\$36,000.00 -
LC-2	Install new 1,050-gallon concrete tank	Each	25	\$ 1,650.00 -	\$ 41,250.00 -
LC-3	Install new 1,050-gallon lightweight tank	Each	5	\$ 2,150.00 -	\$ 10,750.00 -
LC-4	Install new 300 square foot drainfield	Each	25	\$ 2,100.00 -	\$ 52,500.00 -
LC-5	Electric pump and pump tank system	Each	5	\$ 3,000.00 -	\$ 15,000.00 -
LC-6	Install additional drainfield area, as required	Square foot	1,000	\$ 7.00 -	\$ 7,000.00 -
LC-7	Install mounded drainfield	Each	5	\$ 6,500.00 -	\$ 32,500.00 -
LC-8	Sod for mounded drainfield	Square foot	5,000	\$ 1.00 -	\$ 5,000.00 -
LC-9	Excavate and replace unsuitable soil	Cubic Yard	100	\$ 45.00 -	\$ 4,500.00 -
LC-10	Secure all necessary permits	Each	30	\$ 600.00 -	\$ 18,000.00 -
LC-11	Install In-ground Nitrogen Reducing Biofilter	Each	90	\$ 6,000.00 -	\$ 540,000.00 -
LC-12	Install lysimeter and observation port system	Each	8	\$ -	\$ -
LC-13	Inspect and certify tank and drainfield	Each	5	\$ 450.00 -	\$ 2,250.00 -
LC-14	Additional sand for mounded drainfield	Cubic Yard	100	\$ 35.00 -	\$ 3,500.00 -
				<b>TOTAL</b>	<b>\$ 768,250.00 -</b>

Note: Quantities are estimated for three (3) year base contract period



**REGISTERED SEPTIC TANK CONTRACTOR**



**BRIAN C. MILLER**  
**P.O. BOX 14078**  
**TALLAHASSEE, FL 32317-**

**BRIAN'S SEPTIC SERVICE**

**Business Authorization: SA0081569**

**SR0011382**

Registration Expires on September 30, 2020



**INVITATION TO BID**

**FOR**

**SEPTIC SYSTEM SERVICES – CONTINUING SUPPLY**

**BID NUMBER BC-02-28-20-37**

**LEON COUNTY GOVERNMENT  
LEON COUNTY, FLORIDA**

Release: January 29, 2020

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 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](mailto:KelleyS@leoncountyfl.gov) or [ForslundG@leoncountyfl.gov](mailto: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.

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

**PURPOSE**

Leon County is seeking the services of a qualified contractor to repair or replace on-site sewage treatment and disposal (septic) systems, in accordance with Attachment A – Technical Specifications, Attachment B –Plans, and Attachment C – Unit Pricing Sheet.

The work shall be primarily for the Advanced Septic System Pilot Project; however, the Contractor may be requested to provide these services for other County projects such as housing rehabilitation projects as needed. It is the intent of the County to place up to three contractors under contract for these continuing supply services.

Leon County reserves the right to negotiate with the successful bidders for any non-standard septic services work that may arise during the term of the agreement.

The Unit Pricing Sheet – Attachment C, is available in Excel format at:

<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>

**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/>.

<b>Table 1 - Schedule of Events</b>	
<b>Date and Time (all eastern time)</b>	<b>Event</b>
January 29, 2020	<b>Release of the ITB</b>
February 5, 2020 at 10:00 a.m.	<b>MANDATORY PRE-BID MEETING:</b> 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 or by Phone – (888-270-9936) – Code 4952649.
<b>Not later than:</b> February 12, 2020 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> February 28, 2020 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE:</b> 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 [KelleyS@leoncountyfl.gov](mailto:KelleyS@leoncountyfl.gov) and [ForslundG@leoncountyfl.gov](mailto:ForslundG@leoncountyfl.gov). Bidders are requested to send such requests to both representatives of the Purchasing Division. Email inquiries are preferred.

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

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, 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.

#### 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

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

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

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

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.

#### 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.

#### 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.

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

**CONTRACTOR'S QUALIFICATIONS**

The primary contractor shall be licensed by the Florida Department of Health as a Licensed Septic Tank Installer in compliance with subsection 498.553, of the Florida Statutes Chapter 489, Part III, Septic Tank Contracting, of the Florida Statutes.

The Licensed Septic Tank Installer shall possess an active and current licensing placard issued by the Florida Department of Health (DOH). Copies of primary contractor's licensing placard(s) shall be submitted to Leon County concurrent with bid.

Failure to provide proof of license may result in the bid being determined as non-responsive.

**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



**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

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@oevforbusiness.org](mailto:djones@oevforbusiness.org)

Alternates:

LaTanya Raffington, MWSBE Coordinator by email at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org)  
Shanea Wilks, MWSBE Coordinator by email at [swilks@oevforbusiness.org](mailto:swilks@oevforbusiness.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://oevforbusiness.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

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

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.

**B. Deductibles and Self-Insured Retentions**

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

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.*

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

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

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

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

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

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        , 2020.

(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

The initial Agreement shall be for a period of three (3) years, commencing approximately on April 1, 2020, and shall continue until March 31, 2023. After the initial three (3) year period, at the sole option of the County, this Agreement may be extended for no more than two (2) 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).
  - a. 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.
  - b. 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.

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

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 contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- c. 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.
- d. 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

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

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



**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 2020**

---

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.

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**  
**Bid Number: BC-02-28-20-37**  
**Opening Date: February 28, 2020**

---

**VENUE**

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

**CONSTRUCTION**

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

**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.

**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**

The Engineering Services Division and its consultant will work closely with the Contractors to meet the requirements for the Advanced Septic System Pilot Project. The work will include, but not be limited to: inspecting the on-site sewage treatment and disposal (septic) system; preparing estimates and recommendations for repair and replacement as required by State and local laws and regulations; pumping septic tank; securing all necessary permits; performing repair/replacement work to tanks; construction of Inground Nitrogen Reducing Biofilter (INRB) drain fields per attached plans; placement of monitoring ports and lysimeters as directed per attached plans; returning all disturbed areas to pre-construction conditions (leveling, filling, sodding, seeding, etc.); repairing/replacing any other incidental damages such as broken sidewalks or driveways, etc. to pre-work conditions. Non-passive advanced treatment systems approved by the State of Florida may be constructed in future phases of the Engineering Services Division project.

The Division of Housing Services will work closely with the Contractors to meet the requirements for on-site sewage treatment and disposal (septic) systems for clients in the housing rehabilitation program. The work will

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

include, but not be limited to: inspecting the existing septic system; preparing estimates and recommendations for repair and replacement as required by State and local laws and regulations; pumping septic tank; securing all necessary permits; performing repair/replacement work to tanks and/or drain fields; returning all disturbed areas to pre-construction conditions (leveling, filling, sodding, seeding, etc.); repairing/replacing any other incidental damages such as broken sidewalks or driveways, etc. to pre-work conditions; and providing Leon County copies of the permit and approved final inspection.

For projects identified by County staff with notice sent to Contractors, the contractor will provide the total cost for the specified project within one week of the initial request to the Leon County entity from which the notice originated (Engineering Services Division, the Division of Housing Services, or other Leon County office). Quotes shall be itemized and include all cost factors for materials and supplies, labor, permits, equipment, profit and overhead, and any other items necessary to do a complete and satisfactory job that meets or exceeds the specifications above.

Each Contractor submitting a bid must submit the following information - omission of any of the information will result in a determination of non-responsiveness and the bid will not be considered further.

1. Copies of current license(s). Please be aware that the County will check with licensing agencies to verify current licenses and records of complaints on file.
2. At least three references including name, address, telephone number and a brief description of the type of work performed for the reference, preference will be given to documented experience with INRB Systems.
3. A list of any current litigation the company may be involved in pertaining to the installation or repair of any on-site sewage treatment and disposal septic systems.
4. Bidders shall be required to provide the costs listed on the Unit Pricing Sheet in the spaces indicated. Bidders are reminded that in addition to the septic system work, Leon County requires returning all disturbed areas to pre-construction conditions (leveling, filling, seeding, etc.). The repairing/replacing of any other incidental damages such as broken sidewalks or driveways, etc. to pre-work conditions will also be the responsibility of the contractor.

**PRICE ESCALATION/DE-ESCALATION:**

Upon written request from the vendor no less than 45 days prior to each anniversary date of the agreement, and at the discretion of the County, a price increase may be negotiated. It is the intent of the County to not allow a price increase greater than the Producers Price Index as published by the U.S. Department of Labor at the time of the request for the previous twelve months or up to a maximum of 5% increase on the current pricing, whichever is lower. Other price adjustments may be considered only in the event of an extraordinary factor such as a larger than 10% increase/decrease in the cost of petroleum products. The County may consider a price adjustment on a case-by-case basis upon the written request of the contractor. All adjustments in product pricing shall be at the sole discretion of the County.

**Bid Title: Invitation to Bid for Septic System Services, Continuing Supply**

**Bid Number: BC-02-28-20-37**

**Opening Date: February 28, 2020**

---

**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/Applicable Licenses/Registration
- Non-Collusion Affidavit
- Certification/Debarment Form
- Local Vendor Certification
- E-Verify Form
- Bid Bond

Bid Title: Septic System Services – Continuing Supply

Opening Date: Thursday, March 12, 2020 at 2:00 PM

Item/Vendor	Brian's Septic	Apalachee Bacth.
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	✓	✓
Unit Price	768,250 <sup>00</sup>	727,000 <sup>00</sup>
Bid Bond	NO	✓



Addendum (3) ✓

Tabulated By:

W. B. Hooley

Teri M. Ford

**Leon County  
Board of County Commissioners**

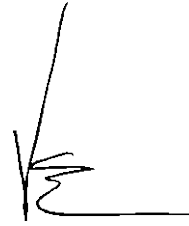
**Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Agenda Item #8

April 14, 2020

**To:** Honorable Chairman and Members of the Board  
**From:** Vincent S. Long, County Administrator  
**Title:** Approval of the Plat of Cottages at Lonnie Subdivision



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Charles Wu P.E., Director, Engineering Services
<b>Lead Staff/ Project Team:</b>	Joseph D. Coleman, P.S.M., County Surveyor Kimberly Wood, P.E., Chief of Engineering Coordination

### **Statement of Issue:**

This agenda item seeks Board approval of the plat for Cottages at Lonnie Subdivision and acceptance of the Maintenance Agreement and Surety Device in a form to be approved by the County Attorney.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option # 1: Approve the plat of Cottages at Lonnie Subdivision for recording in the Public Record (Attachment #1), contingent upon final review and approval by the County Engineer and authorize the County Administrator to accept the Maintenance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).

## **Report and Discussion**

### **Background:**

In accordance with Leon County land development regulations, this agenda item seeks Board approval of the plat of Cottages at Lonnie Subdivision for recording in the Public Record. The development being platted consists of 4.91 acres containing 20 residential lots. Cottages at Lonnie Subdivision is located in Section 22; Township 1 North; Range 1 East, on the south side of Lonnie Road approximately 0.21 miles west of the Dempsey Mayo Road and Lonnie Road Intersection (Attachment #3).

Cottages at Lonnie Subdivision was approved by the Development Review Committee as a Type "B" site and development plan in 2006, with a modification of the approved site and development plan on March 31, 2015 (Attachment #4).

In accordance with Chapter 10, Article VII, Division 6 of the Leon County Code of Laws, plats submitted to the Board of County Commissioners for approval must meet all requirements of Chapter 10 and be certified by the County Engineer. Once approved, the original approved plat will be forwarded to the Clerk of Court for recording in the Public Record.

### **Analysis:**

The applicant, Adams Panhandle Properties LLC, is requesting Board approval of the plat contingent upon staff's final review and approval, due to date-sensitive contractual obligations. The plat has been circulated and is still under review by the appropriate departments and agencies. The plat presented herein is a conditional final plat, in that it is substantially complete, and staff does not anticipate any changes other than possible minor corrections to text.

Final inspections will be performed, and reports reviewed for compliance with the approved construction plans by the County Engineer. To guarantee the public infrastructure against defects in materials and/or workmanship, the County Engineer recommends acceptance of a Maintenance Agreement and Surety Device (Attachment #2) representing 10% of the certified construction cost and approved by the Division of Engineering, which would be \$79,930. To prevent delaying the approval of the plat until the Board's April 28, 2020 meeting, this item seeks Board authorization for the County Administrator to accept the Maintenance Agreement and Surety Device in a form to be approved by the County Attorney.

Staff recommends the Board approve the plat for recording upon completion of the final review and approval from the County Engineer. Should there be a need for any substantive changes to the plat, staff will resubmit it to the Board for approval at a future regularly scheduled meeting for ratification.



**Options:**

1. Approve the plat of Cottages at Lonnie Subdivision for recording in the Public Record (Attachment #1), contingent upon final review and approval by the County Engineer and authorize the County Administrator to accept the Maintenance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).
2. Do not approve the plat of Cottages at Lonnie Subdivision for recording in the Public Record contingent upon final review and approval by the County Engineer.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Plat of Cottages at Lonnie Subdivision
2. Maintenance Agreement and Surety Device
3. Location Map
4. Development Review Approval Letter

PLAT BOOK	PAGE
-----------	------

# COTTAGES AT LONNIE

A SUBDIVISION LYING IN SECTION 22, TOWNSHIP-1-NORTH, RANGE-1-EAST, LEON COUNTY, FLORIDA.

## DEDICATION STATE OF FLORIDA COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS THAT ADAMS PANHANDLE PROPERTIES LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON, PLATTED AS COTTAGES AT LONNIE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATE, LYING AND BEING LOCATED IN SECTION 22, TOWNSHIP-1-NORTH; RANGE-1-EAST; LEON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 5/8" IRON PIN WITH CAP LB#732 MARKING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 673, PAGE 220 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND RUN NORTH 569.26 FEET TO A 5/8" IRON PIN AND CAP LB#732 LYING ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF LONNIE ROAD (60' RIGHT-OF-WAY); THENCE SOUTH 88 DEGREES 50 MINUTES 17 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY A DISTANCE OF 355.03 FEET TO A 5/8" IRON PIN WITH CAP #5051; THENCE SOUTH 567.82 FEET TO A 5/8" IRON PIN WITH CAP LB#732; THENCE NORTH 89 DEGREES 04 MINUTES 14 SECONDS WEST 355.00 FEET TO THE POINT OF BEGINNING.

HAVE CAUSED SAID LAND TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE COTTAGES AT LONNIE HOMEOWNERS ASSOCIATION ALL LANDSCAPE BUFFERS, SIGN EASEMENT, OPEN SPACE AND H.O.A. DRAINAGE EASEMENTS FOR OTHER PURPOSES AND ALL PURPOSES INCIDENT THERETO AS SHOWN AND DEPICTED HEREON, AND HEREBY FURTHER DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND RIGHT-OF-WAYS, PUBLIC DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITY AND UTILITY EASEMENTS AND TO THE CITY OF TALLAHASSEE ALL CITY UTILITY EASEMENTS, RESERVING HOWEVER, THE REVERSION OR REVERSIONS THEREOF SHOULD THE SAME BE RENOUNCED, DISCLAIMED, ABANDONED, OR THE USE THEREOF DISCONTINUED AS PRESCRIBED BY LAW BY APPROPRIATE OFFICIAL ACTION BY THE PROPER OFFICIAL HAVING CHARGE OR JURISDICTION THEREOF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2020.

## ADAMS PANHANDLE PROPERTIES LLC

WITNESS SIGNATURE \_\_\_\_\_ JOE ADAMS  
AS IT'S MANAGING MEMBER

WITNESS NAME PRINTED \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_

WITNESS NAME PRINTED \_\_\_\_\_

## ACKNOWLEDGEMENT STATE OF FLORIDA COUNTY OF LEON

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2020, BY JOE ADAMS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED A DRIVERS LICENSE AS IDENTIFICATION ACKNOWLEDGES THAT HE/SHE EXECUTED THE FOREGOING DEDICATION FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN STATED ON BEHALF OF SUCH PANHANDLE PROPERTIES, LLC.

NOTARY SIGNATURE \_\_\_\_\_ NOTARY NAME PRINTED \_\_\_\_\_

COMMISSION EXPIRATION DATE \_\_\_\_\_ COMMISSION NUMBER \_\_\_\_\_

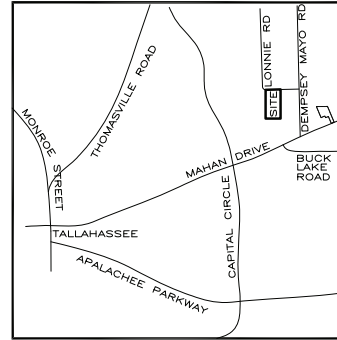
## JOINDERS IN DEDICATION

NAME	DATE	O.R. AND PAGE
PEOPLESOUTH BANK	2.24.2020	5424, 1294

## NOTICE

THE CONSTRUCTION OF PERMANENT STRUCTURES, INCLUDING FENCES, BUT EXCLUDING DRIVEWAYS, IS PROHIBITED WITHIN DRAINAGE & UTILITY EASEMENTS.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.



LOCATION MAP  
N.T.S.

## SITE PLAN REVIEW APPROVAL

THIS PLAT CONFORMS TO THE SITE AND DEVELOPMENT PLAN APPROVAL PROVISIONS BY THE DEVELOPMENT REVIEW COMMITTEE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2020.

DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

## COUNTY COMMISSION

APPROVED AND JOINED IN BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2020.

CHAIRPERSON \_\_\_\_\_

COUNTY ATTORNEY \_\_\_\_\_

COUNTY ENGINEER \_\_\_\_\_

## GWEN MARSHALL, CLERK OF THE CIRCUIT COURT

ACCEPTED FOR FILE AND RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2020, IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

BY DEPUTY CLERK OF THE CIRCUIT COURT OF LEON COUNTY, FLORIDA

## COUNTY SURVEYOR OF LEON COUNTY, FLORIDA

THIS PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177 OF THE FLORIDA STATUTES AND HAS BEEN FOUND TO BE IN COMPLIANCE.

COUNTY SURVEYOR \_\_\_\_\_

## NOTES

- 1) BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD 88) UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION GPS NETWORK.
- 2) ALL LINEAR DISTANCES ARE MEASURED IN US SURVEY FEET.
- 3) ALL UTILITY EASEMENTS ARE ALSO FOR THE USE BY CABLE TELEVISION SERVICES, AS PROVIDED FOR IN CHAPTER 177.09(29) OF THE FLORIDA STATUTES. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
- 4) NO ATTEMPT WAS MADE TO LOCATE IMPROVEMENTS, OTHER THAN SHOWN.
- 5) UNLESS OTHERWISE NOTED, ALL PERMANENT CONTROL POINTS AND PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A CONCRETE MONUMENT WITH CAP. (CAP AS SHOWN BELOW)
- 6) UNLESS OTHERWISE NOTED, ALL LOT CORNERS ARE MARKED WITH A 1/2" IRON PIN AND CAP. (CAP AS SHOWN BELOW)
- 7) BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" PER FLOOD INSURANCE RATE MAP #12073C302F WITH AN EFFECTIVE DATE OF AUGUST 18, 2009. THIS INFORMATION CAN BE FOUND AT FEMA.GOV.



METAL CAP IN TOP OF 4"x4" CONCRETE MONUMENTS MARKING PERMANENT REFERENCE MONUMENTS UNLESS OTHERWISE NOTED.



SET NAIL AND METAL DISC MARKING PERMANENT CONTROL POINTS UNLESS OTHERWISE NOTED.



PLASTIC CAP ON TOP OF 1/2" IRON PINS

NOTE:  
ALL PC, PT, PRC AND PCC AS WELL AS ALL OUT SIDE BOUNDARY CORNERS ARE ALL PERMANENT REFERENCE MONUMENTS.

## SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, IS A CORRECT REPRESENTATION OF THE LAND SURVEYED, THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET AND THE MONUMENTATION AND SURVEY DATA COMPLY WITH CHAPTER 177 OF THE FLORIDA STATUTES, AND CHAPTER 51-17.051 OF THE FLORIDA ADMINISTRATIVE CODE.

RICHARD L. WHITE \_\_\_\_\_ DATE  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 4816  
CERTIFICATE OF AUTHORIZATION NO. 732

PREPARED BY  
**BROWARD DAVIS & ASSOC., INC.**  
SURVEYING & MAPPING

1826 OX BOTTOM LANE — P.O. BOX 12367 — TALLAHASSEE, FLORIDA 32317 — 850.878.4195

JOB NO. 18.018/24066  
DRAWING DATE: MARCH 17, 2020  
FIELD SURVEY DATE: (MONUMENTS SET) MARCH 17, 2020

# COTTAGES AT LONNIE

A SUBDIVISION LYING IN SECTION 22, TOWNSHIP-1-NORTH, RANGE-1-EAST, LEON COUNTY, FLORIDA.




PLAT BOOK PAGE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

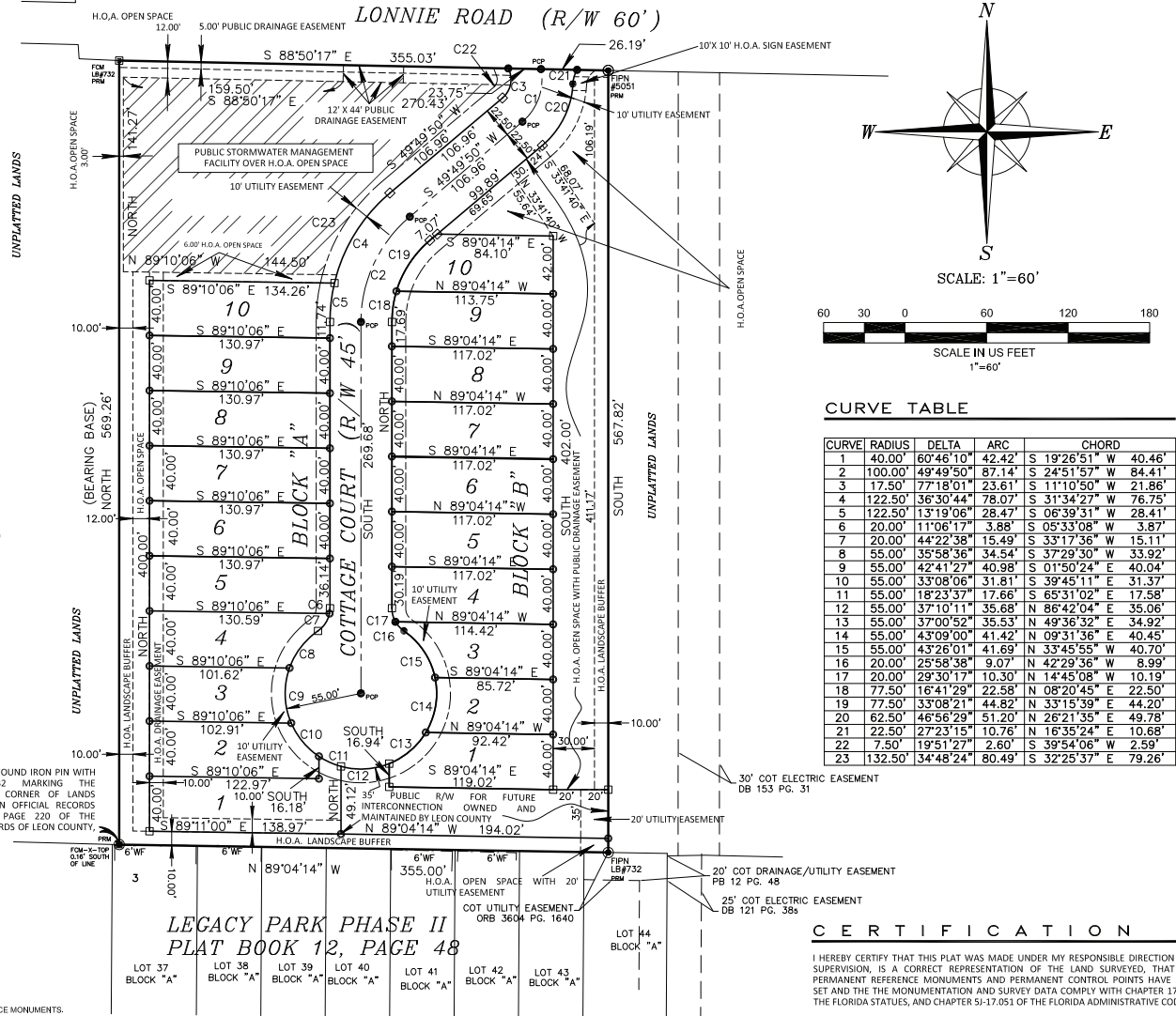
- ### LEGEND
- D DENOTES CENTRAL ANGLE
  - R DENOTES RADIUS
  - A DENOTES ARC LENGTH
  - CH DENOTES CHORD BEARING AND LENGTH
  - T DENOTES TANGENT LENGTH
  - PC DENOTES POINT OF CURVE
  - PT DENOTES POINT OF TANGENCY
  - PCC DENOTES POINT OF COMPOUND CURVE
  - PRC DENOTES POINT OF REVERSE CURVE
  - PL DENOTES RADIAL LINE
  - PI DENOTES POINT OF INTERSECTION
  - PRM DENOTES PERMANENT REFERENCE MONUMENT
  - POP DENOTES PERMANENT CONTROL POINT
  - PP DENOTES PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS (UNLESS OTHERWISE SHOWN ALL POINTS ARE MARKED WITH METAL CAP SHOWN IN NOTES)
  - DENOTES UNMARKED CORNER (NO MONUMENT)
  - SNC DENOTES SET NAIL AND CAP
  - FIPN DENOTES FOUND IRON PIN
  - SIPN+ DENOTES SET IRON PIN (WITH CAP)
  - FCM DENOTES FOUND CONCRETE MONUMENT (REGISTRATION NUMBER AS NOTED)
  - CAP DENOTES METAL CAP AS SHOWN IN NOTES
  - R.O.W.—R/W DENOTES RIGHT OF WAY
  - DRAIN. EASE. DENOTES DRAINAGE EASEMENT
  - UTIL. EASE. DENOTES UTILITY EASEMENT
  - O.R. DENOTES OFFICIAL RECORD BOOK
  - P DENOTES PAGE
  - T-2-N DENOTES TOWNSHIP 2 NORTH
  - R-1-E DENOTES RANGE 1 EAST
  - SEC. DENOTES SECTION
  - P.O.B. DENOTES POINT OF BEGINNING
  - P.O.C. DENOTES POINT OF COMMENCEMENT
  - FNC DENOTES FOUND NAIL & CAP # 732
  - SOM DENOTES SET CONCRETE MONUMENT
  - NTB DENOTES NOT TO SCALE

### NOTES

- 1). BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD 83) UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION GPS NETWORK.
- 2). ALL LINEAR DISTANCES ARE MEASURED IN US SURVEY FEET.
- 3). ALL UTILITY EASEMENTS ARE ALSO FOR THE USE BY CABLE TELEVISION SERVICES, AS PROVIDED FOR IN CHAPTER 177.09(29) OF THE FLORIDA STATUTES. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
- 4). NO ATTEMPT WAS MADE TO LOCATE IMPROVEMENTS, OTHER THAN SHOWN.
- 5). UNLESS OTHERWISE NOTED, ALL PERMANENT CONTROL POINTS AND PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A CONCRETE MONUMENT WITH CAP. (CAP AS SHOWN BELOW)
- 6). UNLESS OTHERWISE NOTED, ALL LOT CORNERS ARE MARKED WITH A 1/2" IRON PIN AND CAP. (CAP AS SHOWN BELOW)
- 7). BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" PER FLOOD INSURANCE RATE MAP #12073C302E WITH AN EFFECTIVE DATE OF AUGUST 18, 2009. THIS INFORMATION CAN BE FOUND AT FEMA.GOV.

-  METAL CAP IN TOP OF 4"x4" CONCRETE MONUMENTS MARKING PERMANENT REFERENCE MONUMENTS UNLESS OTHERWISE NOTED.
-  SET NAIL AND METAL DISC MARKING PERMANENT CONTROL POINTS UNLESS OTHERWISE NOTED.
-  PLASTIC CAP ON TOP OF 1/2" IRON PINS

NOTE: ALL PC, PT, PRC AND PCC AS WELL AS ALL OUTSIDE BOUNDARY CORNERS ARE ALL PERMANENT REFERENCE MONUMENTS.



### CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD
1	40.00'	60°46'10"	42.42'	S 19°26'51" W 40.46'
2	100.00'	49°49'50"	87.14'	S 24°51'57" W 84.41'
3	17.50'	77°18'01"	23.61'	S 11°10'50" W 21.66'
4	122.50'	36°30'44"	78.07'	S 31°34'27" W 76.75'
5	122.50'	13°19'06"	28.47'	S 06°39'31" W 28.41'
6	20.00'	11°06'17"	3.88'	S 05°33'08" W 3.87'
7	20.00'	44°22'38"	15.49'	S 33°17'36" W 15.11'
8	55.00'	35°58'36"	34.54'	S 37°29'30" W 33.92'
9	55.00'	42°41'27"	40.98'	S 01°50'24" E 40.04'
10	55.00'	33°08'06"	31.81'	S 39°45'11" E 31.37'
11	55.00'	18°23'37"	17.66'	S 65°31'02" E 17.58'
12	55.00'	37°10'11"	35.68'	S 86°42'04" E 35.06'
13	55.00'	37°00'52"	35.53'	S 49°36'32" E 34.92'
14	55.00'	43°09'00"	41.42'	S 09°51'36" E 40.45'
15	55.00'	43°26'01"	41.69'	S 33°45'55" W 40.70'
16	20.00'	25°58'38"	9.07'	S 42°29'36" W 8.99'
17	20.00'	29°30'17"	10.30'	S 14°45'08" W 10.19'
18	77.50'	16°41'29"	22.58'	S 08°20'45" E 22.50'
19	77.50'	33°08'21"	44.82'	S 33°15'39" E 44.20'
20	62.50'	46°56'29"	51.20'	S 26°21'35" E 49.78'
21	22.50'	27°23'15"	10.76'	S 16°35'24" E 10.68'
22	7.50'	19°51'27"	2.60'	S 39°54'06" W 2.59'
23	132.50'	34°48'24"	80.49'	S 32°25'37" E 79.26'

### CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, IS A CORRECT REPRESENTATION OF THE LAND SURVEYED, THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET AND THE MONUMENTATION AND SURVEY DATA COMPLY WITH CHAPTER 177 OF THE FLORIDA STATUTES, AND CHAPTER SJ-17.051 OF THE FLORIDA ADMINISTRATIVE CODE.

PREPARED BY  
**BROWARD DAVIS & ASSOC., INC.**  
Page 218 of 578 & MAPPING

JOB NO. 18.018/24066  
DRAWING DATE: MARCH 17, 2020  
FIELD SURVEY DATE: (MONUMENTS SET) MARCH 31, 2020

1826 OX BOTTOM LANE — P.O. BOX 12367 — TALLAHASSEE, FLORIDA 32317 — 850.878.4195

RICHARD L. WHITE DATE  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 4816  
EXPIRES 12/31/2024 AUTHORIZATION NO. 732  
Posted April 8, 2020  
SHEET 2 OF 2

This Instrument prepared by:  
Chasity H. O'Steen, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 202  
Tallahassee, Florida 32301

## MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **DAN MILLER DESIGN AND CONSTRUCTION, INC.**, a Florida corporation, whose mailing address is 1600 Reynolds Road, Quincy, Florida 32351 hereinafter called the **DEVELOPER**, and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the **COUNTY**.

WHEREAS, the **DEVELOPER** has heretofore presented a map or plat of **Cottages at Lonnie Subdivision** to the Board of County Commissioners of Leon County, Florida, which map or plat was approved by said Board subject to the construction and paving of the roads and street and installation of all sidewalks and drainage facilities (the "Improvements") therein and after the completion of said Improvements the execution of a Maintenance Agreement by the **DEVELOPER** to correct, repair, or replace according to approved design specification and to **COUNTY** satisfaction or reimburse the **COUNTY** for any defects in materials and workmanship in the construction, paving and installation of said Improvements; and

WHEREAS, said Improvements in said subdivision have been constructed, paved and installed in accordance with plans and specifications prescribed by the **COUNTY**, and said Improvements having been approved by the **COUNTY**;

PERFORMANCE OF THIS AGREEMENT by the **DEVELOPER** shall be secured by a Letter of Credit in the amount of \$79,930.00 with surety thereon approved by the **COUNTY** and

**COUNTY** is authorized to redeem said letter of credit without notice.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the **DEVELOPER** for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to them in hand paid by the County, the receipt whereof is hereby acknowledged, contract and agree to reimburse the County for all expenses that might be incurred by the County because of any defects in materials and/or workmanship in the construction, paving, sidewalks and installation of all drainage

facilities said Improvements in Cottages at Lonnie Subdivision that become apparent within two (2) years from date of this agreement.

IN WITNESS WHEREOF the Developer has hereunto caused its name to be signed and the County has caused its name to be signed by its Chairman of its Board of County Commissioners, and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)

DAN

MILLER DESIGN AND  
CONSTRUCTION, INC.

Freddie Burke (Signature)  
(Seal)

Dan Miller V.P.

Freddie Burke (Typed or printed name)

Managing Member

Chris Parker (Signature)

Chris Parker (Typed or printed name)

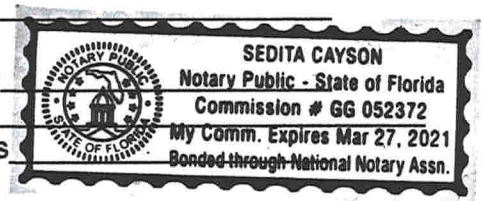
COUNTY OF LEON  
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2020, by Danny Miller and \_\_\_\_\_  
Vice President and Secretary, respectively, on behalf of (corporation), and who are personally known to me, or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Signature SC

Typed or Printed Name \_\_\_\_\_  
Commission Number \_\_\_\_\_  
My Commission expires \_\_\_\_\_



LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Bryan Desloge, Chairman  
Board of County Commissioners

ATTEST:

Gwen Marshall, Clerk of the Circuit Court and Comptroller  
Leon County, Florida

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

BY: \_\_\_\_\_

Chasity H. O'Steen, Esq.  
maint agr 3-12-2020.doc

f:\woodk\subdivisions\cottages at lonnie

# IRREVOCABLE STANDBY LETTER OF CREDIT APPLICATION

**DATE AND PARTIES.** The date of this Irrevocable Standby letter of Credit Application (Application) is March 27, 2020. The parties and their addresses are:

**APPLICANT:**  
**ADAMS PANHANDLE PROPERTIES LLC**  
Entity Type: Association  
3544 OAK HILL TRAIL  
TALLAHASSEE, FL 323123647

**ISSUER:**  
**PEOPLESOUTH BANK**  
2920 Kerry Forest Pkwy  
Tallahassee, FL 32309-6824

**BENEFICIARY:**  
**LEON COUNTY**  
Entity Type: Association  
2280 Miccosukee Road  
Tallahassee, FL 32308

**1. APPLICATION.** Applicant requests that Issuer issue an Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary for the account of Applicant up to the aggregate sum of \$ 79,930.00 (seventy nine thousand nine hundred and thirty dollars and zero cents U.S. Dollars). The Letter of Credit should be available by draft or drafts drawn in United States dollars on you at sight when accompanied by the following documents:

A. The original Letter of Credit, together with any amendments.

**2. EXPIRATION.** This Letter of Credit will expire at Issuer's office at 12:00 AM Eastern Daylight (Time) on April 14, 2022.

**3. DRAWINGS.** Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is 10. "Draft" means a draft drawn at sight.

**4. NON-TRANSFERABLE.** This Letter of Credit is not transferable.

**5. SPECIAL INSTRUCTIONS FOR LETTER OF CREDIT.** The following special instructions shall be inserted in the Letter of Credit: This letter of credit is accompanied by an Affidavit from an appropriate party affiliated with Leon County stating that the county has not been reimbursed for expenses incurred because of defects in materials and/or workmanship in the construction, paving, sidewalks, and installation of drainage facilities for the Cottages at Lonnie Subdivision as required by the Maintenance Agreement between Dan Miller Design and Construction Inc and Leon County Florida

**6. PAYMENT.** Applicant authorizes Issuer to debit drawings, fees, and other charges incurred under the Irrevocable Standby Letter of Credit and Reimbursement Agreement to account No. or to any other account or accounts as agreed in this Application or Reimbursement Agreement.

**7. INTEREST.** Applicant agrees to pay Issuer interest on all amounts owing under the terms of this Application and the Reimbursement Agreement, as of the date Issuer is first entitled to demand payment, at the rate then in effect under the terms of the Promissory Note executed in conjunction with this Application. Issuer's acceptance of interest does not waive its right to demand and require immediate payment of amounts owing under this Application and corresponding Reimbursement Agreement.


**8. FEES AND CHARGES.** Applicant agrees to pay the following fees and charges for this transaction: \$400.00 Loan origination.

Applicant agrees to pay any and all costs incurred by Issuer for this transaction. Applicant will also pay all fees charged by any other institution for services rendered in connection with advising or confirming this letter. All fees are payable according to the following terms: In cash.

**9. REIMBURSEMENT AGREEMENT.** This Application is subject to a Reimbursement Agreement, dated March 27, 2020 executed by Applicant in favor of Issuer (Reimbursement Agreement). By signing this Application, Applicant acknowledges receipt of a copy of the Reimbursement Agreement and agreement with its terms.

ADAMS PANHANDLE PROPERTIES LLC  
Application For Standby Letter Of Credit  
GA/4XXXXXXXXX0000000002166032032720N

Wolters Kluwer Financial Services ©1996, 2020 Bankers Systems™

Initials   
Page 1



**SIGNATURE BY APPLICANT(S).** Applicant agrees to fulfill the terms and conditions specified in this Application and authorizes Issuer to issue an Irrevocable Standby Letter of Credit in favor of Beneficiary in any form not materially inconsistent with the information in this Application. Applicant acknowledges and agrees that acceptance of this Application by Issuer does not constitute a commitment or agreement by Issuer to issue or open the Letter of Credit described in this Application and that opening the Letter of Credit is subject to approval by Issuer and receipt by Applicant of an indication of such approval.

**APPLICANT:**


ADAMS PANHANDLE PROPERTIES LLC

By  (Seal)  
JOSEPH ADAMS, MEMBER

**ACCEPTANCE BY ISSUER.** Issuer agrees to Issue an Irrevocable Standby Letter of Credit pursuant to the terms of this Application and the separate Reimbursement Agreement.

**ISSUER:**

PeoplesSouth Bank

By  Date 3/27/20  
JOHN MORGAN, VICE PRESIDENT

For Creditor's Use Only					
Date Application Received March 27, 2020	Received By	Decision <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Decision By	Date of Notification	Notification Given <input type="checkbox"/> Email or Text <input type="checkbox"/> Face-To-Face <input type="checkbox"/> Mail or Fax <input type="checkbox"/> Telephone
HMDA Reportable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Census Tract	Account No. or HMDA ULI 41-101		<i>Instruction: If this application for credit is HMDA reportable and one or more applicants are a natural person, have the separate HMDA Demographic Information form completed. Even if HMDA-reportable, do not complete the HMDA Demographic Information form for any guarantor.</i>	
The HMDA Demographic information was provided through:					
<input type="checkbox"/> Mail or Fax <input type="checkbox"/> Email or Internet <input type="checkbox"/> Telephone Interview <input type="checkbox"/> Face-To-Face Interview (Includes Electronic Media with Video Component)					



# IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 4101  
Amount: U.S. \$ 79,930.00 (seventy nine thousand nine hundred and thirty dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on March 27, 2020 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

**APPLICANT:**  
**ADAMS PANHANDLE PROPERTIES LLC**  
Entity Type: Association  
3544 OAK HILL TRAIL  
TALLAHASSEE, FL 323123647

**BENEFICIARY:**  
**LEON COUNTY**  
Entity Type: Association  
2280 Miccosukee Road  
Tallahassee, FL 32308

**ISSUER:**  
**PEOPLESSOUTH BANK**  
2920 Kerry Forest Pkwy  
Tallahassee, FL 32309-6824

1. **LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under PeoplesSouth Bank Letter of Credit No. 4101 dated March 27, 2020." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. **DRAWINGS.** Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is 10. "Draft" means a draft drawn at sight.

3. **DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. **SPECIAL INSTRUCTIONS.** This letter of credit is accompanied by an Affidavit from an appropriate party affiliated with Leon County stating that the county has not been reimbursed for expenses incurred because of defects in materials and/or workmanship in the construction, paving, sidewalks, and installation of drainage facilities for the Cottages at Lonnie Subdivision as required by the Maintenance Agreement between Dan Miller Design and Construction Inc and Leon County Florida

5. **EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 12:00 AM Eastern Daylight (Time) on April 14, 2022 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. **NON-TRANSFERABLE.** This Letter of Credit is not transferable.


7. **APPLICABLE LAW.** This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of Georgia, except as those laws conflict with the International Standby Practices 1998 (ISP98).

**ISSUER:**  
PeoplesSouth Bank

By  Date 3/27/20  
JOHN MORGAN, VICE PRESIDENT

ADAMS PANHANDLE PROPERTIES LLC  
Standby Letter Of Credit  
GA/4XXXXXXXXX0000000002166032032720N

Wolters Kluwer Financial Services ©1996, 2020 Bankers Systems™

Initials   
Page 1



# IRREVOCABLE STANDBY LETTER OF CREDIT REIMBURSEMENT AGREEMENT

**DATE AND PARTIES.** The date of this Irrevocable Standby Letter of Credit Reimbursement Agreement (Agreement) is March 27, 2020. The parties and their addresses are:

**APPLICANT:**

**ADAMS PANHANDLE PROPERTIES LLC**  
Entity Type: Association  
3544 OAK HILL TRAIL  
TALLAHASSEE, FL 323123647

**ISSUER:**

**PEOPLESOUTH BANK**  
2920 Kerry Forest Pkwy  
Tallahassee, FL 32309-6824

**1. CONSIDERATION AND SCOPE.** In consideration of Issuer opening any Letter of Credit (Credit) in Applicant's favor, Applicant agrees to the terms of this Agreement. This Agreement shall govern any Credit issued by Issuer on or after the date of this Agreement, except as expressly provided to the contrary in writing when the Credit is applied for and issued. This Agreement is not a commitment by Issuer to issue any Credit. Any Credit issued and subject to this Agreement will be pursuant to a separate Letter of Credit Application (Application for Credit) that is accepted by Issuer. In this Agreement, "Beneficiary" means any beneficiary of any Credit.

**2. REIMBURSEMENT TERMS.** Applicant agrees to reimburse Issuer immediately for Credit according to the following terms.

**A. Payment Of Draw Amounts.** Applicant agrees to pay Issuer upon demand the amount of any draft or request for payment Issuer has honored or will honor purporting to be drawn or made under any Credit. If requested by Issuer, Applicant shall pay such amounts in advance of the date Issuer or a confirming bank is to honor the draft or request for payment. Applicant shall pay such amount in good U.S. funds at the Issuer's address indicated in the DATE AND PARTIES section of this Agreement.

**B. Payment of Fees.** Applicant agrees to pay the following fees, plus interest on such amounts at the rate indicated in the corresponding Application for Credit: (1) all out-of-pocket expenses incurred by Issuer or its correspondents or imposed by its correspondents in connection with this Agreement; (2) any commission and other fees as may be agreed to between Applicant and Issuer or, in the absence of such agreement, in such reasonable amounts as may be determined by Issuer; and (3) the amount determined by Issuer to adequately reimburse it for its increased cost to maintain any Credit caused by any change in any law or regulation or in the interpretation of any law or regulation (such increases may include, among other things, a tax or governmental charge, a reserve or similar requirement, or the need to include the Credit in Issuer's calculations relating to its capital requirements).

**C. Payment of Interest.** Applicant agrees to pay Issuer interest on all amounts owing under the terms of this Agreement and any Application for Credit at the rate specified in the Application for the Credit. Interest shall begin to accrue on the date Issuer is first entitled to demand payment according to the terms of this Agreement. Issuer's acceptance of interest does not waive its right to demand and require immediate payment of amounts owing under this Agreement. No provision of this Agreement shall require the payment of interest at a rate greater than the maximum rate allowed by applicable law.

**D. Authorization to Charge Applicant's Account.** Applicant authorizes Issuer to charge Applicant's account as indicated in the Application for Credit.

**3. CONDITIONS.** Applicant will satisfy all of the following conditions prior to making any request for Issuer to issue any Credit pursuant to this Agreement. These are the minimum conditions under which Issuer would consider issuing any Credit, but satisfaction of these conditions does not commit Issuer to issuing any Credit under this Agreement.

**A.** There has not been a default under this Agreement or any other agreement Applicant has with Issuer, nor would issuance of Credit cause such a default.

**B.** Issuer has received all documents, information, certifications, and warranties as Issuer may require, all properly executed, if appropriate, on forms acceptable to Issuer. This includes, but is not limited to, Applications for Credit, security instruments, and other supporting documentation.

**C.** Applicant will have performed and complied with all conditions required for issuance of Credit in this Agreement and all other agreements made in conjunction with Issuing Credit.

**D.** The warranties and representations contained in this Agreement are true and correct at the time of applying for the Credit.

**E.** Applicant's most recent financial statements and other financial reports, delivered to Issuer, are current, complete, true and accurate in all material respects and fairly represent Applicant's financial condition.

**F.** No proceeding under the United States Bankruptcy Code have been commenced by or against Applicant or any affiliate of Applicant.

**G.** The Application for Credit has been approved by Issuer in accordance with Issuer's internal standards and procedures for letter of credit transactions.


**H. Additional Conditions:** This letter of credit is accompanied by an Affidavit from an appropriate party affiliated with Leon County stating that the county has not been reimbursed for expenses incurred because of defects in materials and/or workmanship in the construction, paving, sidewalks, and installation of drainage facilities for the Cottages at Lonnie Subdivision as required by the Maintenance Agreement between Dan Miller Design and Construction Inc and Leon County Florida

**4. WARRANTIES AND REPRESENTATIONS.** Applicant has the right and authority to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Applicant or to which Applicant is a party.

Applicant is duly organized and validly existing in all jurisdictions in which Applicant transacts business. Applicant has the power and authority to enter into this Agreement and to carry on Applicant's business as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Applicant operates.

ADAMS PANHANDLE PROPERTIES LLC  
Standby Letter Of Credit Reimbursement Agreement  
GA/4XXXXXXXXXX0000000002166032032720N

Wolters Kluwer Financial Services ©1996, 2020 Bankers Systems™

Initials   
Page 1



The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within Applicant's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Applicant is a party or to which Applicant is or any of Applicant's property is subject.

Other than previously disclosed in writing to Issuer, Applicant has not changed Applicant's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Issuer's prior written consent, Applicant does not and will not use any other name and will preserve Applicant's existing name, trade names and franchises.

**5. AUTHORITY.** Applicant understands that if Issuer approves Applicant's Application and issues the Credit, the Credit may be drawn upon by the Beneficiary regardless of any representations or agreements the Beneficiary may have made to Applicant to the contrary. In this respect, Applicant understands that Issuer will be unconditionally obligated to, and will, timely honor a properly presented draft drawn by the Beneficiary under the Credit. If there is a drawing, Applicant will repay Issuer as provided in this Agreement even if Applicant disputes the right of the Beneficiary to have drawn upon the Credit.

If Issuer and its correspondents believe in good faith that a request or notice was authorized by Applicant, they may rely on it. This applies to oral, written, electronic or other requests or notices.

**6. APPLICANT SHALL REVIEW CREDIT.** Applicant shall review each Credit before or promptly after it is issued, and will immediately inform Issuer of any problems. If Applicant does not immediately inform the Issuer of any problem, then Applicant may no longer object to that problem. If there are any amendments or modifications of the terms of the Credit, this Agreement shall be binding upon Applicant with regard to the Credit as amended.

**7. PROBLEMS WITH DOCUMENTS OR SIGNATURES.** Issuer and its correspondents may accept any document appearing on its face to be in order. This is true even if there is a problem with the form, sufficiency, correctness, genuineness, or legal effect of that document or with the authority of any person signing that document. Issuer may refuse to pay any draft or request for payment that does not strictly comply with a Credit even if Applicant waives that non-compliance, and even if Issuer shall have asked Applicant to waive any non-compliance.

**8. DELAYS, LOST DOCUMENTS, ACTS OF GOD.** Issuer and its correspondents shall not be responsible for any delayed, lost, or altered documents or communications. Also, they shall not be responsible for interruptions of their businesses caused by acts of God, riots, civil disturbances, insurrections, wars, or other causes beyond their control or by labor disputes.

**9. REPRESENTATIVES.** If Issuer believes that a representative is acting for another person, then Issuer and its correspondents may treat any document signed by that representative as having been signed by that other person. Such a representative could include an administrator, executor, trustee in bankruptcy, or receiver of any of the property of that other person.

**10. FINANCIAL INFORMATION.** Applicant agrees promptly to provide such financial information as Issuer shall request, including any statements of financial condition and operations.

**11. LIMITATION OF LIABILITY.** Neither Issuer nor any of its correspondents shall be in any way responsible for any Beneficiary's responsibilities to Applicant. If Issuer or any of its correspondents takes any act in connection with a Credit or any related draft, document or other communication, and it takes that act in good faith and according to United States or other applicable law, then that act shall be binding upon Applicant. Also, such act shall not cause Issuer or any of its correspondents to be liable to Applicant. "Act" includes any action, inaction, or omission. Issuer shall never be liable to Applicant for any incidental, consequential or special damages. Issuer shall not be responsible for any error, neglect, or default of any of Issuer's correspondents. None of the foregoing shall affect, impair, or prevent Issuer from exercising its rights under this Agreement.

The users of the Credit shall be deemed Applicant's agents and Applicant shall assume all risks of their acts or omissions. Neither Issuer nor Issuer's correspondents shall be responsible for (a) the adequacy or validity of any insurance or insurer; (b) the validity, sufficiency or genuineness of documents, even if they are ultimately proven to be in any or all respects invalid, insufficient, fraudulent or forged; (c) the solvency or responsibility of any party issuing any documents; (d) delay in arrival or failure to arrive of any documents; (e) delay in giving or failure to give notice of arrival or any other notice; (f) failure of any draft to bear adequate reference to the Credit; (g) failure of documents to accompany any draft at negotiation or failure of any person to endorse on the Credit the amount of any draft or to surrender or take up the Credit or to send documents apart from drafts as required by the terms of the Credit, each of which provisions, if contained in the Credit itself, it is agreed may be waived by Issuer; or (h) errors, omissions, interruptions or delays in transmission or delivery of any message by mail, cable, telegraph, wireless or otherwise.

**12. INDEMNIFICATION AND REIMBURSEMENT FOR COSTS AND LOSSES.** Applicant will indemnify Issuer and its correspondents, and their officers, employees and agents, against their loss or damage in connection with any action Issuer or its correspondent shall take or not take in connection with any Credit, unless that loss or damage is caused by Issuer's or its correspondent's gross negligence or intentional misconduct. Applicant will also reimburse Issuer for Issuer's costs of enforcing this agreement (including reasonable attorneys' fees) and for any dispute regarding this agreement or any Credit.

**13. DEFAULT.** Applicant will be in default if any of the following occur:

A. Applicant fails to make a payment in full when due.

B. Applicant makes an assignment for the benefit of creditors or becomes insolvent, either because Applicant's liabilities exceed Applicant's assets or Applicant is unable to pay Applicant's debts as they become due; or Applicant petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petitions or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.

C. Applicant merges, dissolves, reorganizes, or ends its business existence, or a partner or majority owner dies or is declared legally incompetent.

D. Applicant fails to perform any condition or to keep any promise or covenant of this Agreement.

E. Applicant defaults on any other agreement Applicant has with Issuer.

F. Applicant makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

G. Applicant fails to satisfy or appeal any judgment against Applicant.

H. Applicant changes Applicant's name or assumes an additional name without notifying Issuer prior to making such a change.

I. Applicant transfers all or a substantial part of Applicant's money or property.

J. Issuer determines in good faith that a material adverse change has occurred in Applicant's financial condition from the conditions set forth in Applicant's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Credit is impaired for any reason.

**14. REMEDIES.** In the event of a default by Applicant, Applicant will pay to Issuer the total undrawn amount of all Letters of Credit outstanding. That payment shall be held by Issuer without interest in Issuer's name as collateral for all of Applicant's obligations to Issuer, and may be applied to any payment that Applicant owes to Issuer at that time or a later time.

On or after Default, to the extent permitted by law, Applicant agrees to pay all expenses of collection, enforcement or protection of Issuer's rights and remedies under this Agreement. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement.

By choosing any one or more remedies, Issuer does not give up Issuer's right to use any other remedy. Issuer does not waive a default if Issuer chooses not to use a remedy. By electing not to use any remedy, Issuer does not waive Issuer's right to later consider the event a default and to use any remedies if the default continues or occurs again.

**15. WAIVERS AND CONSENT.** To the extent not prohibited by law, Applicant waives any right Applicant has to protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

**16. AGREEMENT IS BINDING.** This agreement shall be binding upon Applicant and its successors and assigns. This agreement shall be enforceable by Issuer and its successors and assigns. Applicant may not transfer this agreement without Issuer's written consent.

**17. ILLEGAL PROVISIONS.** If any provision of this agreement is invalid, illegal or unenforceable, that provision shall be treated as though it were not in the agreement. That invalidity, illegality or unenforceability shall not affect any other provision in this agreement.

**18. LAW AND OTHER RULES.** This Agreement shall be governed by the International Standby Practices 1998 (ISP98). This Agreement shall also be governed by the laws of Georgia, except as those laws conflict with the International Standby Practices 1998 (ISP98). In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be in Florida unless otherwise required by law.

**19. MORE THAN ONE APPLICANT.** If more than one person (individual or organization) signs this agreement as "Applicant," then the term "Applicant" means every such person, and each such person shall be jointly and severally liable for all obligations of the Applicant. Each Applicant's obligations are independent of any other Applicant's obligations. Issuer may sue any Applicant, or any number of Applicants together, to enforce this Agreement. Each such person shall be the agent of the other. Issuer may give any notices required under this Agreement to any one of those persons. Issuer may release any one of those persons without releasing the others. If any event listed above as an Event of Default shall occur with respect to any of those persons, it shall be an Event of Default. The duties and benefits of this Agreement will bind and benefit the successors and assigns of Issuer and Applicant.

**20. NO ORAL AGREEMENTS.** This written Agreement, together with all documents executed pursuant to this transaction, represents the entire understanding between Issuer and Applicant. This Credit Application and Agreement may not be amended or modified by oral agreement. No amendment or modification of this Credit Application and Agreement is effective unless made in writing and executed by Applicant and Issuer.

**21. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

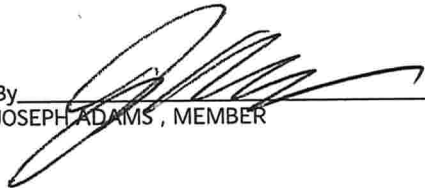
**22. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Applicant will be deemed to be notice to all Applicants. Applicant will provide Issuer correct and complete financial statements or other information Issuer requests. Applicant will notify Issuer in writing of any change in Applicant's name, address or other application information.

**23. ADDITIONAL TERMS.** Applicant agrees to the following additional terms: Interest Only

**SIGNATURES.** By signing below, Applicant and Issuer agree to the terms of this Agreement and acknowledge receipt of a copy of this Agreement.


**APPLICANT:**

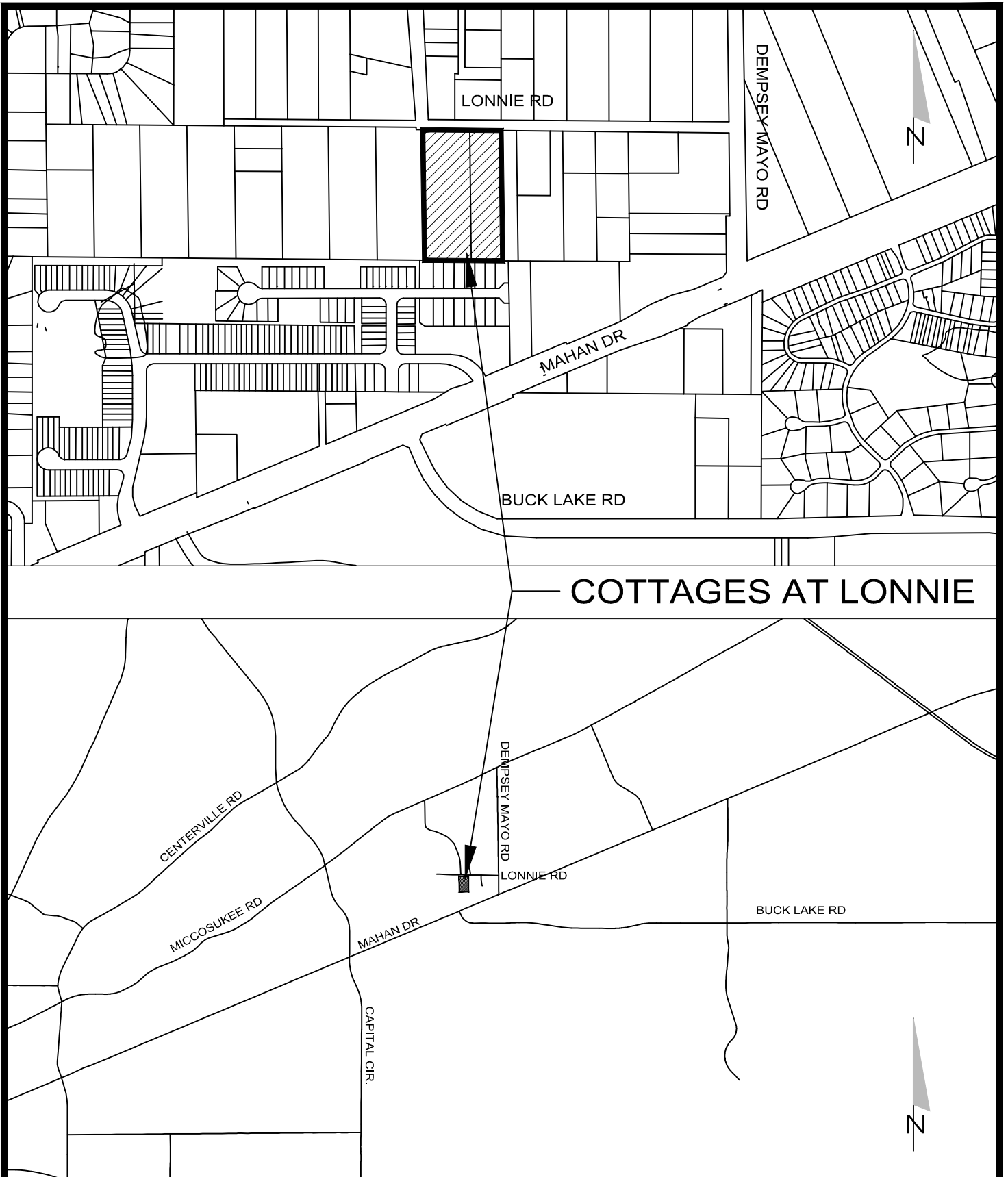
ADAMS PANHANDLE PROPERTIES LLC

By  (Seal)  
JOSEPH ADAMS, MEMBER

**ISSUER:**

PeoplesSouth Bank

By  Date 3/27/20  
JOHN MORGAN, VICE PRESIDENT



COTTAGES AT LONNIE

# LOCATION MAP

NOT TO SCALE



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Department of Development Support  
& Environmental Management  
Development Services Division  
Renaissance Center, 2<sup>nd</sup> floor  
435 N. Macomb St  
Tallahassee, FL 32301-1019  
(850) 606-1300

**Commissioners**

**BILL PROCTOR**  
District 1

March 31, 2015

**JANE G. SAULS**  
District 2

Kyle Andree, P.E.  
Innovia Consulting  
1983 Centre Pointe Blvd., Ste 103  
Tallahassee, Florida 32308

**JOHN DAILEY**  
District 3

**BRYAN DESLOGE**  
District 4

**RE: Cottages at Lonnie Minor Modification Approval  
Minor Modification to Type "B" Site and Development Plan Review (LSP060026)  
Parcel Identification Numbers: 11-22-51- F-1930 and 11-22-51- F-2020**

**KRISTIN DOZIER**  
District 5

Dear Mr. Andree:

**MARY ANN LINDLEY**  
At-Large

The request for Minor Modification to the referenced Type "B" site and development plan has been approved by the Department of Development Support and Environmental Management in accordance with Section 10-7.411 of the Leon County Land Development Code (LDC), *Modifications to Approved Subdivisions or Site and Development Plans*.

**NICK MADDOX**  
At-Large

**VINCENT S. LONG**  
County Administrator

Pursuant to Section 10-7.410 of the LDC, this site and development plan approval shall remain in effect until full development build-out. This approval shall expire if:

**HERBERT W.A. THIELE**  
County Attorney

- a. Substantial and observable development has not begun within three years of the date of approval; or,
- b. Substantial and observable development ceases for a period of three years before the project is complete and certificates of occupancy have been issued.

Additional three year extensions may be requested upon demonstration of good faith effort and hardship that is not self-created. Any modifications to the site plan from this point forward shall require additional review consistent with the criterion set forth in Article VII, Division 4, Section 10-7.411, *Modifications to Approved Subdivisions or Site and Development Plans*.

A copy of the approved site and development plan is being distributed herewith for your records. By copy of this letter, the remaining signed copies are being distributed to appropriate reviewing departments and agencies.

Sincerely,

Shawna Martin  
Senior Planner, Development Services

Enclosure: Approved Type B Site Plan Minor Modification

cc: ProjectDox File LSP060026

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #9**

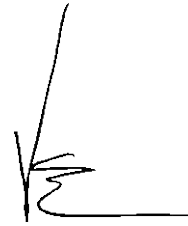
# Leon County Board of County Commissioners

## Agenda Item #9

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** Approval of the Plat of Fletcher Oak Subdivision Phase I

---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works Charles Wu P.E., Director, Engineering Services
<b>Lead Staff/ Project Team:</b>	Joseph D. Coleman, P.S.M., County Surveyor Kimberly Wood, P.E., Chief of Engineering Coordination

### **Statement of Issue:**

This agenda item seeks Board approval of the plat for Fletcher Oak Subdivision Phase I and acceptance of the Performance Agreement and Surety Device in a form to be approved by the County Attorney.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option # 1: Approve the plat of Fletcher Oak Subdivision Phase I for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).



## **Report and Discussion**

### **Background:**

In accordance with Leon County land development regulations, this agenda item seeks Board approval of the plat of Fletcher Oak Subdivision Phase I for recording in the Public Record. The development being platted consists of 8.72 acres containing 33 residential lots. Fletcher Oak Subdivision Phase I is located in Section 24; Township 1 North; Range 1 East, on the east side of Pedrick Road approximately 0.5 miles north of the Buck Lake and Pedrick Roads intersection (Attachment #3).

Fletcher Oak Subdivision Phase I was approved by the Development Review Committee as a Type "B" site and development plan on November 1, 2019 (Attachment #4).

In accordance with Chapter 10, Article VII, Division 6 of the Leon County Code of Laws, plats submitted to the Board of County Commissioners for approval must meet all requirements of Chapter 10 and be certified by the County Engineer. Once approved, the original approved plat will be forwarded to the Clerk of Court for recording in the Public Record.

### **Analysis:**

The applicant, Azalea Land Group, LLC, is requesting Board approval of the plat contingent upon staff's final review and approval, due to date-sensitive contractual obligations. The plat has been circulated and is still under review by the appropriate departments and agencies. The plat presented herein is a conditional final plat, in that it is substantially complete, and staff does not anticipate any changes other than possible minor corrections to text.

There is some infrastructure that is yet to be completed. The County Engineer has reviewed these items and inspection reports and recommends a Performance Agreement and Surety Device in the amount of \$270,624, representing 110% of the certified construction cost approved by the Division of Engineering Services. This item seeks Board authorization for the County Administrator to accept the Performance Agreement and Surety Device in a form to be approved by the County Attorney.

Staff recommends the Board approve the plat for recording upon completion of the final review and approval from reviewing departments and agencies. Should there be a need for any substantive changes to the plat, staff will resubmit it to the Board at a future regularly scheduled meeting for ratification.

**Options:**

1. Approve the plat of Fletcher Oak Subdivision Phase I for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).
2. Do not approve the plat of Fletcher Oak Subdivision Phase I for recording in the Public Record contingent upon staff's final review and approval, and do not authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Plat of Fletcher Oak Subdivision Phase I
2. Performance Agreement and Surety Device
3. Location map
4. Development Review approval letter

# FLETCHER OAKS SUBDIVISION PHASE I

A SUBDIVISION LYING IN SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

**DEDICATION  
STATE OF FLORIDA  
COUNTY OF LEON**

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

Know all by these present that Azalea Land Group, LLC, the owners' in fee simple of the land shown hereon platted as FLETCHER OAKS SUBDIVISION, PHASE I, and being more particularly described as follows: Commence at a concrete monument marking the Northeast corner of Section 24, Township 1 North, Range 1 East, Leon County, Florida and run North 194.42 feet to the Southerly right of way boundary of State Road No. 10 (U. S. 90), thence South 07 degrees 19 minutes 32 seconds West along said Southerly right of way boundary 1170.45 feet to a pinched iron pipe, thence South 00 degrees 05 minutes 25 seconds East along a line described in a boundary line agreement in Official Records Book 779, Pages 683 and 684, of the Public Records of Leon County, Florida, a distance of 2235.97 feet, thence run South 89 degrees 39 minutes 32 seconds West 99.55 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 89 degrees 39 minutes 32 seconds West 873.84 feet to a point lying on the Easterly right-of-way boundary of Pedrick Road said point also lying on a curve concave to the Easterly, thence run Southwesterly along said right-of-way boundary and curve having a radius of 4,547.00 feet, through a central angle of 02 degrees 44 minutes 13 seconds, for an arc distance of 217.20 feet, chord being South 03 degrees 59 minutes 42 seconds East 217.16 feet; thence leaving said right-of-way boundary run North 89 degrees 55 minutes 23 seconds East 143.60 feet; thence run South 88 degrees 37 minutes 25 seconds East 47.76 feet; thence run South 00 degrees 13 minutes 16 seconds West 65.02 feet; thence run North 89 degrees 57 minutes 19 seconds East 10.36 feet; thence run North 00 degrees 10 minutes 34 seconds East 65.01 feet; thence run South 89 degrees 28 minutes 48 seconds East 25.08 feet; thence run North 00 degrees 13 minutes 16 seconds East 32.52 feet; thence run South 00 degrees 02 minutes 00 seconds East 298.37 feet; thence run South 89 degrees 43 minutes 57 seconds East 13.32 feet; thence run South 00 degrees 13 minutes 16 seconds East 18.46 feet; thence run North 89 degrees 44 minutes 11 seconds East 8.23 feet; thence run North 00 degrees 40 minutes 14 seconds West 18.39 feet; thence run South 89 degrees 51 minutes 47 seconds East 13.03 feet to a point to the right having a radius of 227.00 feet, through a central angle of 52 degrees 19 minutes 01 second, for an arc distance of 207.27 feet, chord being South 62 degrees 13 minutes 59 seconds East 200.15 feet; thence run North 89 degrees 34 minutes 35 seconds East 163.69 feet to a point lying on a curve concave to the Southwesterly, thence run Northwesterly along said curve having a radius of 42.50 feet, through a central angle of 76 degrees 31 minutes 54 seconds, for an arc distance of 56.77 feet, chord being North 39 degrees 22 minutes 11 seconds East 52.64 feet; thence run North 00 degrees 21 minutes 16 seconds East 82.76 feet; thence run South 89 degrees 34 minutes 35 seconds East 65.04 feet; thence run North 00 degrees 47 minutes 00 seconds East 72.74 feet; thence run South 89 degrees 44 minutes 06 seconds East 37.03 feet; thence run South 00 degrees 15 minutes 54 seconds West 24.89 feet; thence run South 89 degrees 44 minutes 06 seconds East 20.00 feet; thence run South 53 degrees 22 minutes 26 seconds East 20.72 feet; thence run South 89 degrees 44 minutes 19 seconds East 45.35 feet; thence run North 00 degrees 26 minutes 45 seconds East 37.17 feet; thence run South 89 degrees 44 minutes 06 seconds East 30.88 feet; thence run North 00 degrees 30.00 feet; thence run North 89 degrees 43 minutes 43 seconds West 54.79 feet; thence run North 09 degrees 40 minutes 20 seconds West 219.66 feet; thence run North 25 degrees 45 minutes 49 seconds East 28.27 feet; thence run North 02 degrees 20 minutes 43 seconds West 130.54 feet to the POINT OF BEGINNING containing 8.72 acres, more or less.

Have cause said lands to be divided and subdivided as shown hereon and does hereby dedicate the following:  
To Leon County and City of Tallahassee all utility easements depicted hereon.  
To the Public All Roadways.  
To Leon County all Storm Water Management Facilities and drainage easements as depicted hereon.  
To the Fletcher Oaks Homeowners Association all HOA Open Space/HOA Buffer Easements/HOA Sign Easement/HOA Access Easement/HOA Common Area, Conservation Easements and HOA Drainage Easements depicted hereon.

Reserving in all cases however, the reversions thereof should the same be renounced, disclaimed, abandoned or the use thereof discontinued or prescribed by law by appropriate official action of the proper officials having charge or jurisdiction thereof.

This the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020

By: \_\_\_\_\_  
Authorized Signature  
Azalea Land Group, LLC

Witness Signature: \_\_\_\_\_

**LEGEND**  
C.O.T. = CITY OF TALLAHASSEE  
S.W.M.F. = STORM WATER MANAGEMENT FACILITY  
HOA = HOME OWNERS ASSOCIATION  
MAINT. = MAINTENANCE  
ESMT. = EASEMENT  
TYP. = TYPICAL  
D.E. = DRAINAGE EASEMENT  
CONV. ESMT. = CONSERVATION EASEMENT  
CRT. = COURT  
O.S. = OPEN SPACE  
RW = RIGHT OF WAY  
= Point not set or found  
FCM = Found Concrete Monument (4" x 4")  
FIR = Found Iron Rod (5/8")  
FIRD = Found Iron Rod & Cap (5/8") #7160  
SCM = Set 4" x 4" Concrete Monument with cap #7160  
SNC = Set Nail & Cap (#7160)  
M = Measured  
D = Record Dead  
RP = Record Plat  
= Delta Angle  
R = Radius  
L = Arc Length  
CD = Chord bearing and distance  
PT = Point of Tangency  
PC = Point of Curvature  
PI = Point of Intersection  
PRC = Point of Reverse Curvature  
POC = Point of Curve  
ID = Identification Marker  
O.R.B. = Official Record Book of Leon County, Florida  
Pg. = Page  
PRM = Permanent Reference Monument  
= 3/8" REBAR WITH 3" ROUND ID DISC #7160  
= Set Nail & Cap #7160 (PCP Permanent Control Point)  
= Found Iron Rod & Cap #7160-5/8"  
(Unless noted otherwise)  
= All Interior Lot Corners Are Marked With Iron Rod & Cap #7160-5/8"  
(Unless noted otherwise)  
= Found Iron 5/8" Re Bar with 3" ID Disc #7160

**ACKNOWLEDGEMENT  
STATE OF FLORIDA**  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ who is personally known to me or has produced a drivers license as identification acknowledges that he/she executed the foregoing dedication as the managing member of Azalea Land Group, LLC

**NOTARY PUBLIC**

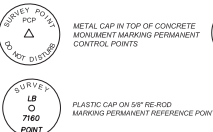
**NOTES:**

- This survey is dependent upon EXISTING MONUMENTATION.
- BEARING REFERENCE: Northernly boundary being South 89 degrees 39 minutes 32 seconds West as per previous survey performed by this firm.
- NO IMPROVEMENTS have been located other than shown hereon. All platted utility easements shall also allow for Cable Television Services in accordance with Florida Statutes, Chapter 177.091 (29).
- The construction of permanent structures including fences but excluding driveways by property owners is prohibited within utility and drainage easements.
- An iron rod with plastic cap stamped "7160" has been set at all lot corners unless otherwise noted.
- Subject property is located in Zones "X" and "A" as per Flood Insurance Rate Map, Community Panel No. 120143 0120F, index date: August 18, 2009, Leon County, Florida.
- Platted utility easements shall allow for cable television services per Florida Statute 177.091 (29).
- Platted utility easements shall allow for "Internet" infrastructure to be placed within the dedicated easements including, but not limited to cables, wires and any other hardware required to provide Internet service.

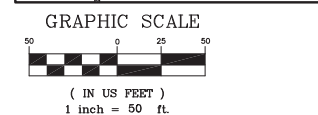
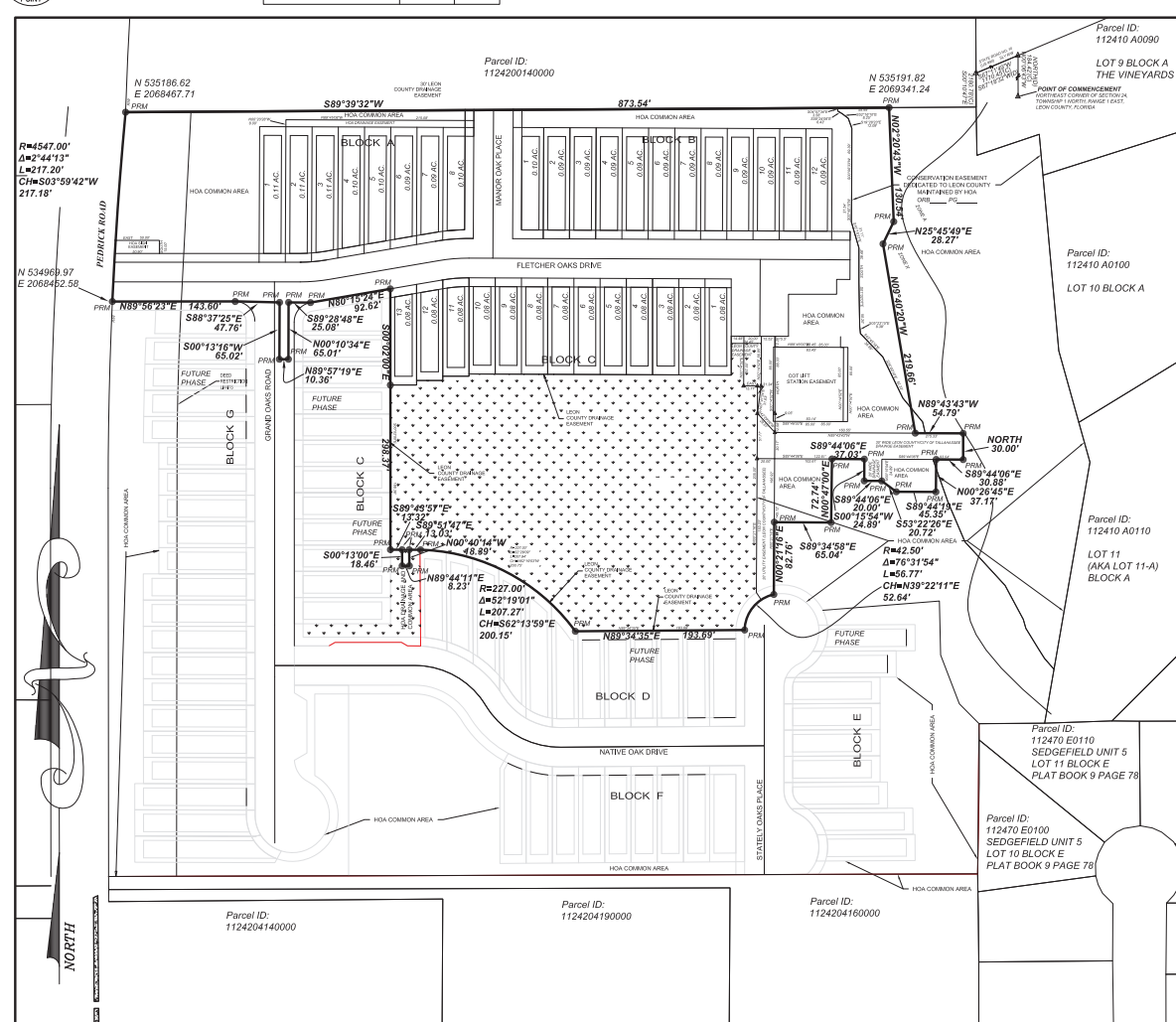
**PLAT REVIEW**  
PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.

JOSEPH C. COLEMAN  
COUNTY SURVEYOR  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 5590

PREPARED BY:  
**Thurman Roddenberry & Associates, Inc.**  
Professional Surveyors and Mappers  
Florida Certificate No. LB 7160  
P.O. Box 100 125 Sheldon Street  
Sopchoppy, FL 32358-0100 (850) 962-2538



JOINERS	ORB	PAGE



**COUNTY COMMISSION**  
Approved and Joined in by The Board of County Commissioners of Leon County, Florida.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2020.

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
County Engineer

**GWEN MARSHALL  
CLERK OF THE CIRCUIT COURT:**  
Accepted for files and recorded this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020, in \_\_\_\_\_ Plat Book \_\_\_\_\_ Page \_\_\_\_\_ of the Public Records of Leon County, Florida

By: \_\_\_\_\_  
Deputy Clerk of the Circuit Court,  
Leon County, Florida

**SITE PLAN REVIEW APPROVAL**  
This plat conforms to the Site and Development Plan approval provisions made by the Department of Development Support and Environmental Management.  
This \_\_\_\_\_ day of \_\_\_\_\_, 2019

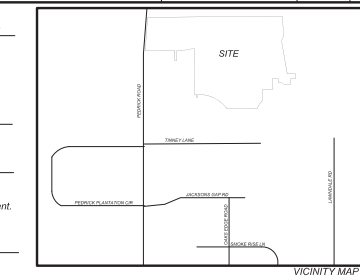
By: \_\_\_\_\_  
County Administrator or designee

**SURVEYOR'S CERTIFICATION:**  
I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with both Chapter 177 of the Florida Statutes and standards for practice for Land Surveying (F.A.C. 5J-17.051).

JAMES T. RODDENBERRY  
Surveyor & Mapper FL Certificate No. 4261

DATE \_\_\_\_\_

\*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER\*

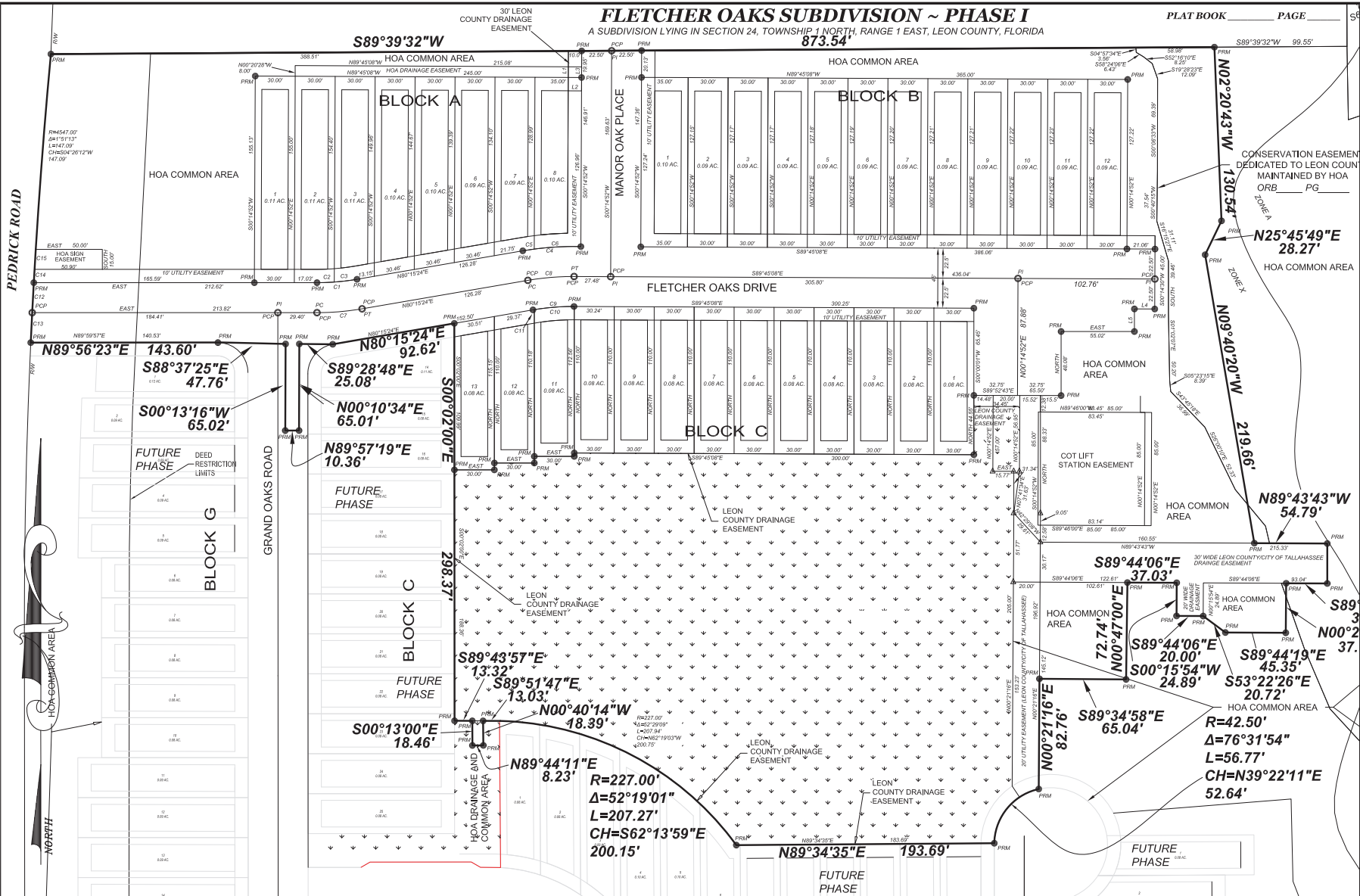


DATE: 02/06/20	SCALE 1" = 100'	DRAWN BY: MD	COUNTY: LEON
FILE: 19275_RP.DWG	SEC 24 -T-1N R-1E	JOB NUMBER: 19-275	

# FLETCHER OAKS SUBDIVISION ~ PHASE I

A SUBDIVISION LYING IN SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

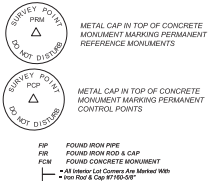


LINE	BEARING	LENGTH
L1	N00°14'52\"E	29.90'
L2	N89°45'08\"W	10.00'
L3	S00°14'52\"W	30.00'
L4	S89°46'06\"E	15.27'
L5	N00°00'00\"E	16.99'
L6	S89°59'46\"W	20.56'
L7	S00°00'14\"E	5.00'
L8	N89°59'46\"E	20.56'
L9	N00°00'14\"W	5.00'

CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	177.50'	30.19'	9°44'38\"	N85°10'42\"E 30.15'
C2	177.50'	12.99'	4°11'33\"	N87°54'13\"E 12.99'
C3	177.50'	17.20'	5°33'03\"	N83°10'55\"E 17.19'
C4	227.26'	43.78'	11°02'13\"	S85°49'33\"W 43.71'
C5	227.26'	8.68'	2°11'21\"	S81°24'07\"W 8.65'
C6	227.26'	35.09'	8°50'52\"	S86°55'13\"W 35.06'
C7	200.00'	34.01'	9°44'38\"	N85°10'42\"E 33.97'
C8	200.00'	34.89'	9°59'29\"	S85°15'08\"W 34.83'
C9	177.50'	30.95'	9°59'29\"	S85°15'08\"W 30.91'

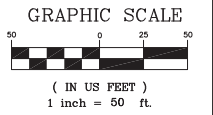
C10	177.50'	29.89'	9°38'52\"	S85°25'27\"W 29.85'
C11	177.50'	1.06'	0°20'31\"	S89°25'42\"W 1.06'
C12	4547.00'	22.53'	0°17'02\"	S03°03'09\"W 22.53'
C13	4547.00'	22.53'	0°17'02\"	S02°48'07\"W 22.53'
C14	4547.00'	10.02'	0°07'34\"	S03°15'27\"W 10.02'
C15	4547.00'	15.03'	0°11'22\"	S03°24'55\"W 15.03'

**LEGEND**  
 NDIP HO IDENTIFICATION POINT OF CORNER  
 PND FOUND POINT OF CONCREMENT  
 PNM FOUND POINT OF METAL MONUMENT  
 PNT FOUND POINT OF TYPICAL MONUMENT  
 PPL FOUND POINT OF LEAS OFFICIAL RECORD BOOK  
 C&B OFFICIAL RECORD BOOK  
 PO PAGE OFFICIAL RECORD BOOK  
 DEP DEPARTMENT OF ENVIRONMENT PROTECTION  
 FWS FEDERAL WILDLIFE SERVICE  
 FND FOUND IRON ROD & CAP  
 FNC FOUND IRON ROD & CAP  
 FNS FOUND IRON ROD & CAP  
 FNT FOUND IRON ROD & CAP  
 FNU FOUND IRON ROD & CAP  
 FNV FOUND IRON ROD & CAP  
 FNS FOUND IRON ROD & CAP  
 FNT FOUND IRON ROD & CAP  
 FNU FOUND IRON ROD & CAP  
 FNV FOUND IRON ROD & CAP



**SURVEYOR'S CERTIFICATION:**  
 I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with both Chapter 177 of the Florida Statutes and standards for practice for Land Surveying (F.A.C. 5J-17.051).

JAMES L. RODDENBERRY  
 Surveyor & Mapper FL Certificate No. 4261



\*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER\*

PREPARED BY:  
**Thurman Roddenberry & Associates, Inc.**  
 Professional Surveyors and Mappers  
 Florida Certificate No. LB 7160  
 P.O. Box 100 125 Sheldon Street  
 Sopchoppy, FL 32358-0100 (850) 962-2538

SHEET 2 OF 2

DATE: 02/06/20 SCALE 1" = 50' DRAWN BY: MD COUNTY: LEON  
 FILE: 18533RP.DWG SEC.24,T-1-N R-1-E JOB NUMBER: 18-533

Posted April 8, 2020

## PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of March, 2020, between **AZALEA LAND GROUP, LLC.**, a Florida corporation, whose mailing address is **4708 Capital Circle NW, Tallahassee, Leon, FL 32303** hereinafter collectively called the “DEVELOPER,” and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the “COUNTY.

WHEREAS, the Developer will present to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Fletcher Oak Subdivision Phase I** which map or plat is hereby referred to and made a part hereof by reference, and,

WHEREAS, as a condition to the acceptance and recording of said map or plat, the County has required that the Developer enter into an agreement to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, all monumentation, installation of landscaping, and all other improvements in said subdivision in accordance with plans and specifications approved by the County within a period of one (1) year from date hereof and to post surety in the amount of \$270,624.00 conditioned for the faithful performance of said agreement.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, all monumentation, installation of landscaping, and all other improvements in **Fletcher Oak Subdivision Phase I** in accordance with plans and specifications approved by the County, within a period of one (1) year from date hereof.

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Irrevocable Letter of Credit in the amount of \$270,624.00 with surety thereon approved by the County.

IN WITNESS WHEREOF, AZALEA LAND GROUP, LLC., and LEON COUNTY have caused these presents to be executed in their names on the date first above written, its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)  
Robert Myrick (signature)  
Robert Myrick (typed or printed name)  
Franklin Michael Dimitroff (signature)  
Franklin Michael Dimitroff (typed or printed name)

DEVELOPER:  
AZALEA LAND GROUP, LLC.  
By: [Signature] (seal)  
As Its: Manager  
Date: 03/30/20

COUNTY OF LEON  
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2020, by JASON GILAZOVA, on behalf of Azalea Land Group, LLC. and who are personally known to me, or have produced N/A as identification.

NOTARY PUBLIC



Signature [Signature]  
Typed or Printed Name Franklin Michael Dimitroff  
Commission Number GG149495  
My Commission expires 10/22/21

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Bryan Desloge, Chairman  
Board of County Commissioners

ATTEST:  
Gwen Marshall, Clerk of the Circuit Court  
Leon County, Florida

BY \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Chasity H. O'Steen, Esq.

f:\woodk\subdivisions\summerfield phase i - perfagr.doc



Great American Insurance Company  
2250 Lucien Way, Suite 300B, Maitland, FL 32751

**SUBDIVISION BOND**

Bond No.: 3036727

KNOW ALL PERSONS BY THESE PRESENTS, That we, Azalea Land Group, LLC, called the Principal, and Great American Insurance Company, a Ohio corporation, called the Surety, are held and firmly bound unto Board of County Commissioners of Leon County, FL, called the Obligee, in the sum of Two Hundred Seventy Thousand Six Hundred Twenty-four and 00/100 (276,624.00) for the payment thereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit, the Principal has entered into a contract with the Obligee which requires the Principal make certain improvements to the land as more particularly set forth in Performance Agreement, dated March 30, 2020 for Fletcher Oak Subdivision Phase I (hereinafter referred to as the "Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall construct the improvements described in the Contract on or before April 14, 2020 (or within such further extensions of time that shall be granted by Obligee in writing and consented to in writing by Surety), then this obligation shall be void, otherwise to remain in full force and effect. This obligation is subject to the following conditions:

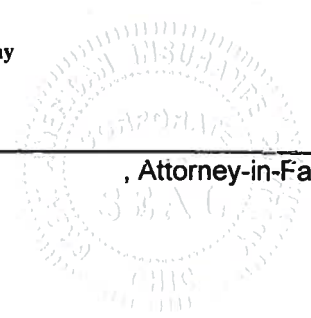
1. This bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this bond. No claim shall be allowed against this bond after the expiration of one year from the date set forth in the preceding paragraph, or one year from the end of the latest extension of time consented to in writing by Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
2. This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the reasonable cost of completing the improvements described in the Contract not completed by the Principal, or the sum of this bond, whichever is less.

Signed this 30th day of March, 2020.

Azalea Land Group, LLC  
(Principal)

By:   
Great American Insurance Company

By:   
Van A. Madsen, Attorney-in-Fact





**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than **SEVEN**

No. 0 20577

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
VAN A. MADSEN WILLIAM A. MESSER ROBERT K. BACON ROBERT J. NYLEN PHILLIP E. BACON JOHN R. NYLEN, JR.	ALL OF TALLAHASSEE, FLORIDA	ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of JANUARY, 2018.

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 25th day of JANUARY, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

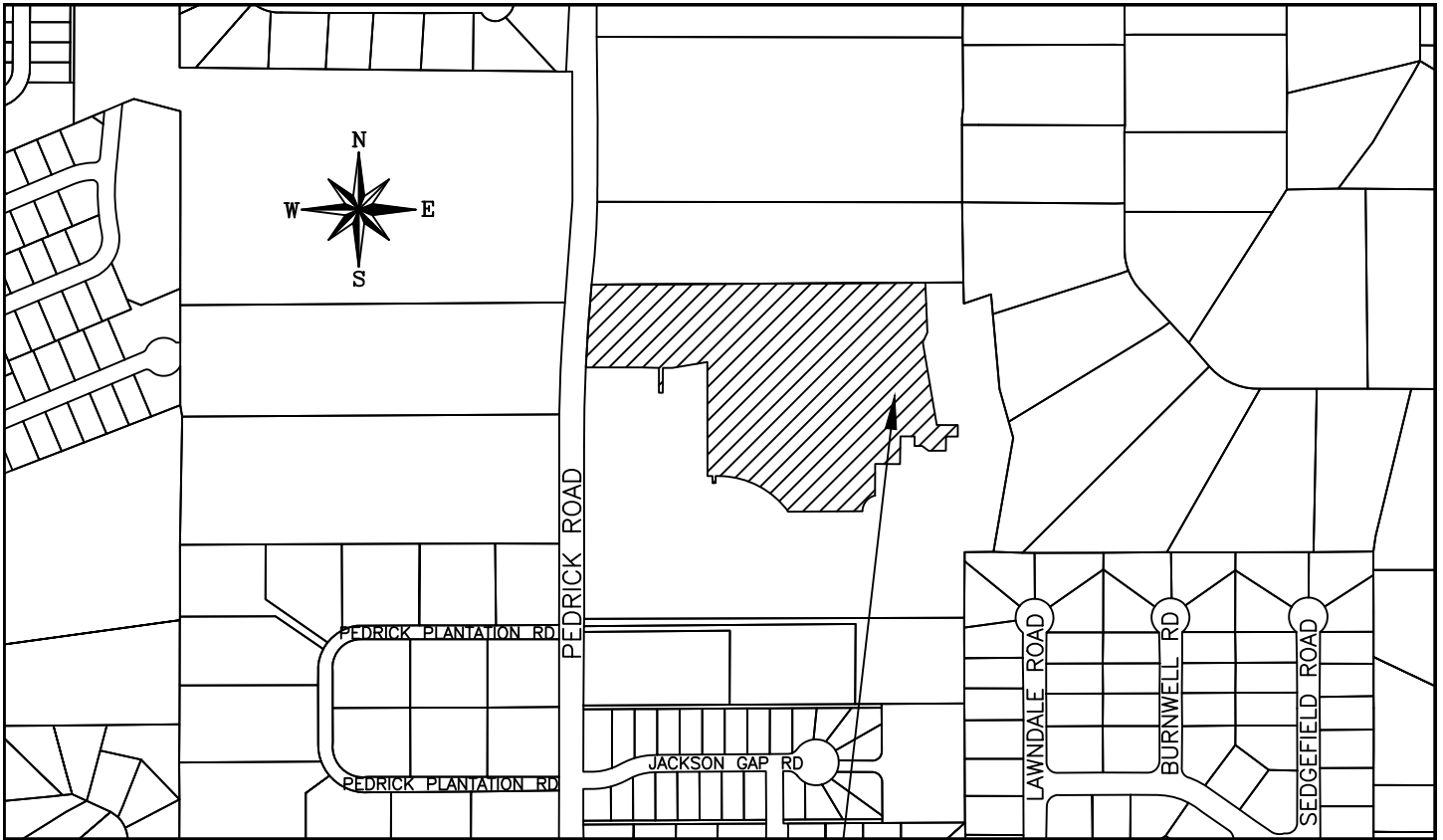
**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of March, 2020

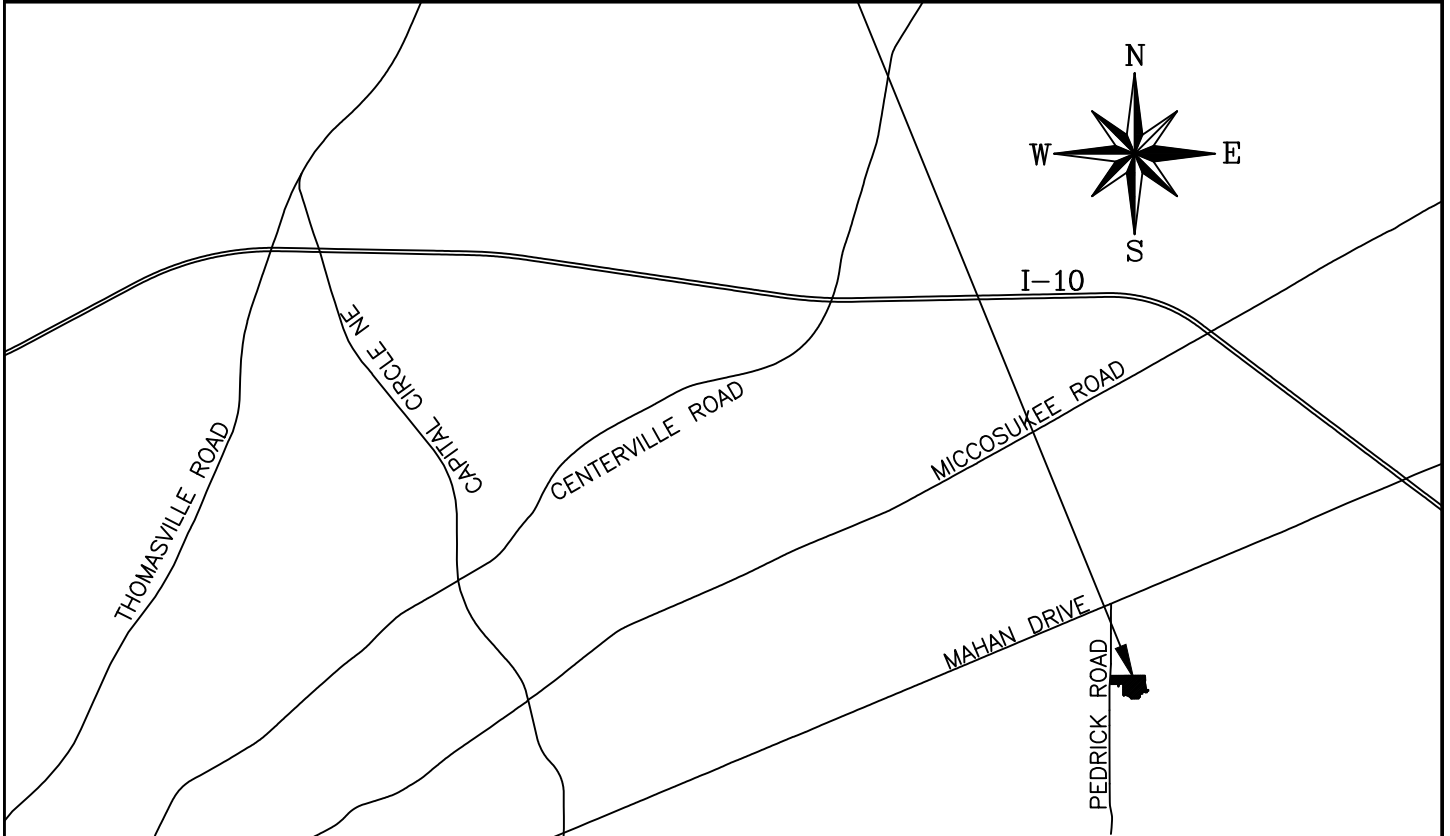


*My L C. B.*  
Assistant Secretary



FLETCHER OAKS, PHASE I

**SITE MAP**  
SCALE 1" = 500'



**LOCATION MAP**  
SCALE 1" = 5000'



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

### Commissioners

JIMBO JACKSON  
District 2  
Chairman

BRYAN DESLOGE  
District 4  
Vice Chairman

BILL PROCTOR  
District 1

RICK MINOR  
District 3

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

DEPARTMENT OF DEVELOPMENT SUPPORT &  
ENVIRONMENTAL MANAGEMENT  
DEVELOPMENT SERVICES DIVISION  
Renaissance Center, 2<sup>nd</sup> Floor  
435 North Macomb Street  
Tallahassee, Florida 32301-1019  
Phone (850) 606-1300

November 1, 2019

Sean Marston, P.E. (Agent)  
Urban Catalyst Consultants  
2851 Remington Green Circle, Suite D  
Tallahassee, FL 32303

RE: Letter of Approval with Conditions  
Fletcher Oaks, Type "B" Site and Development Plan  
Leon County Project ID: LSP190003  
Tax Parcel Identification Number: 11-24-20-415-000-0

Dear Mr. Marston:

The review process for the Fletcher Oaks Residential Subdivision application is complete in accordance with requirements outlined in the Leon County Land Development Code (LDC) for Type "B" Site and Development Plan review. The application is hereby approved, subject to the conditions outlined in this letter, the approved site plan (LSP190003), and the approved environmental management permit (LEM1900057).

The application received approval from the Development Review Committee (DRC) on July 3, 2019, subject to revisions and conditions outlined in the staff reports and those initiated by the DRC at the meeting. The latest site plan submitted on October 30, 2019 has been determined consistent with the DRC conditions of approval and the applicable provisions and requirements of the LDC. A copy of the approved site plan has been uploaded to Project Dox.

Prior to commencement of any site work, the applicant shall schedule a pre-construction meeting with Environmental Services (850-606-1300). All proposed development shall be consistent with the approved site plan (LSP190003) and environmental management permit (LEM1900057).

No building permit shall be issued for a project that requires platting until a final plat has been accepted and approved by the Board of County Commissioners and recorded in the plat books of the County. No plat shall be approved and accepted by the County unless and until the developer has installed all infrastructure improvements. Every plat of a development or subdivision made for recording shall conform to the provisions of Chapter 177, Florida Statutes and should conform to the requirements of §10-7.607 of the LDC.

Fletcher Oaks Subdivision | LSP190003  
November 1, 2019  
Page 2

This site plan approval is valid for a period of three years from the date of this letter, unless substantial and observable development has begun prior to the expiration date. Please notify Development Services if development commences but ceases for a period of three years before the project is complete. Extension of the approval period may be granted based on hardships that are not self-created consistent with §10-7.410 of the LDC. Modification(s) to the site plan requires additional review pursuant to §10-7.411 of the LDC.

If you have any questions, please do not hesitate to contact Anna Day of our office at (850) 606-1300 or send email to "daya@leoncountyfl.gov".

Sincerely,



Anna Day  
Planner II

Development Services Division  
Department of Development Support and Environmental Management

cc: Project Dox File LSP190003  
Thomas Asbury, Jr., Golden Oak Land Group, LLC [email]  
Allen Weiner, 1362 Lawndale Road [email: bigalw1@comcast.net]  
Alton Royal, 1820 Vineyard Way, Tallahassee, FL 32317  
Amy Sherry [email: asherry22@hotmail.com]  
Ann Bidlingmaier [email: annbid@embarqmail.com]  
Ann Buckhalter, 6105 Redfield Circle [email: annbuckhalter@gmail.com]  
Beth Babcock, 5635 Jacksons Gap Road [email: country-z@hotmail.com]  
Chris Waters [email: cwaters1184@icloud.com]  
Dani O'Quinn, 5659 Tinney Lane [email: dgomp1969@aol.com]  
David Welling, 1802 Vineyard Way [email: Messagesfordavid@outlook.com]  
Elisabeth Scott [email: scottymbeth4@gmail.com]  
Erik Doroteo [email: edoroteo@gmail.com]  
Evelyn Pender, 5665 Tinney Lane [email: penderea@gmail.com]  
Gerry Miller [email: gerrymiller2@embarqmail.com]  
Jason Riley, The Vineyards resident [email: jake300winmag@gmail.com]  
Jennifer Veal, 1200 Pedrick Road [email: jennandkiwi@gmail.com]  
John Outland [email: outlandjb@hotmail.com]  
Kimberly Perez [email: schneggenberry@yahoo.com]  
Marie Burnley [email: mbsyac2@yahoo.com]  
Marshall Griffiss [email: mgriffiss@gmail.com]  
Michael Davidson [email: michaelhdavidson\_1257@yahoo.com]  
Nichola Garcia [email: nicki.garcia@comcast.net]  
Patricia Cotton [email: cotton32351@yahoo.com]  
Scott Grant [email: bamagrant@embarqmail.com]  
Walter Phillips, 1343 Pedrick Road, Tallahassee, FL 32317

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Agenda Item #10

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Gwendolyn Marshall, Clerk of the Circuit Court and Comptroller

**Title:** Annual Investment Report for Fiscal Year 2018-2019

---

<b>Review and Approval:</b>	Gwendolyn Marshall, Clerk of the Circuit Court and Comptroller Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship Kimberly Wilder, Finance Director, Clerk of the Circuit Court and Comptroller
<b>Lead Staff/ Project Team:</b>	Yolaine Cousar, Treasury Manager

### **Statement of Issue:**

As required by Leon County's Investment Policy No. 17-4, this agenda item seeks the Board acceptance of the Fiscal Year 2018-2019 Annual Investment Report as provided by the Leon County Clerk of Circuit Court and Comptroller.

### **Fiscal Impact:**

This item has no fiscal impact; however, the report details investment income earned of approximately \$3.3 million for the Fiscal Year 2018-2019.

### **Staff Recommendation:**

Option #1: Accept the Annual Investment Report for Fiscal Year 2018-2019 (Attachment #1).

## **Report and Discussion**

### **Background:**

The Surplus Funds Investment Ordinance No. 02-18, established the Investment Oversight Committee (IOC) to monitor investments and established specific authority for the investment of surplus funds as required by state statutes. Additionally, County Policy No. 17-4 states that the IOC will provide the Board of County Commissioners with an annual report on the performance and conditions of the County's investments.

The IOC was established to formulate investment strategies, provide short-range direction, and monitor the performance and structure of the County's portfolio. The IOC's membership consists of the Clerk of the Circuit Court and Comptroller or designee, the County Administrator or designee, and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. Surplus funds are invested through a variety of investment instruments. Maintaining a core level of assets with the government pools, such as the State of Florida Special Purpose Investment Account (SPIA) or other short-term entities, is viewed as the best way of maintaining secure asset values with sound investment practices. Insight Investments was chosen through a competitive selection process to invest the intermediate term investments. Overnight investments and liquidity are maintained through the County's banking contract.

### **Analysis:**

Clerk staff, in conjunction with the external manager, developed an Annual Investment Report that outlines the investment activities of Leon County (Attachment #1). This report was presented to the IOC at its quarterly meeting on March 4, 2020. The IOC reviewed and approved the report and authorized it to be presented to the Board of County Commissioners. The Clerk and IOC report that the investment of all funds this year was consistent with the Leon County Investment Policy No. 17-4, implemented pursuant to Ordinance No. 02-18.

The total income of \$3,328,475 provided an effective rate of return of 2.24% on an average daily balance of \$148,637,422 in fiscal year 2019. For comparison, the portfolio earned a total income of \$2,545,463 during the fiscal year ending September 30, 2018. This total income provided an effective rate of return of 1.56% on an average daily balance of \$162,650,803.

Investment income increased 31% year-over-year with a \$14.0 million decrease in overall average investment balances. The rate environment was one of the factors for the increase in investment income as the Federal Reserve increased rates starting in March 2018 and then began to reduce rates at the end of July 2019. This rate environment with the active portfolio management, positioned the portfolio to take advantage of the timing of the rate increases. The decrease in the average daily balance of investable cash year-over-year reflects the expenditure of funds in storm recovery efforts, primarily through debris removal and monitoring related to Hurricane Michael. \$7.6 million of these expenditures were reimbursed in late April 2019 and \$12.6 million in February-March 2020 with approximately \$1.8 million still to be received.

The Florida Division of Treasury manages the fixed income investment operation for both general revenue and trust funds in the State Treasury, and funds of organizations such as Leon County Board of County Commissioners opting to participate in the Treasury's Special Purpose Investment account (SPIA). However, in March 2015, the State of Florida closed the Florida Treasury Investment Pool to any new members that are non-component units of the State of Florida. Since the participation in this state managed pool meets the Leon County policy objectives of return maximization with acceptable levels of risk, the IOC will continue to manage a strategy to allocate funds to this unique local government higher-earning investment opportunity.

**Options:**

1. Accept the Annual Investment Report for Fiscal Year 2018-2019 (Attachment #1).
2. Do not accept the Annual Investment Report for Fiscal Year 2018-2019.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Annual Investment Report for Fiscal Year 2018-2019



# **ANNUAL INVESTMENT REPORT**

FOR THE YEAR ENDED  
SEPTEMBER 30, 2019

GWEN MARSHALL  
CLERK OF CIRCUIT COURT  
AND COMPTROLLER

LEON COUNTY, FLORIDA

## EXECUTIVE SUMMARY

The Commission approved Investment Policy provides for a conservatively managed portfolio that performed as expected during fiscal year 2019. Policy controls related to portfolio duration, credit quality, liquidity and instrument selection have been established to reduce volatility with respect to investment returns. **The portfolio earned \$3,418,264 in interest and had realized losses of \$89,789 for total income of \$3,328,475 for fiscal year ending September 30, 2019. This total income provided an effective rate of return of 2.24% on an average daily balance of \$148,637,422.** For comparison, the portfolio earned \$2,706,330 of interest and had realized losses of \$160,867 for total income of \$2,545,463 for fiscal year ending September 30, 2018. This provided an effective rate of return of **1.56% on an average daily balance of \$162,650,803.**

Investment income increased 31% year over year with a \$14.0 million decrease in overall average investment balances. The rate environment was one of the factors for the increase in investment income as the Federal Reserve increased rates starting in March 2018 and then began to reduce rates at the end of July 2019. This rate environment with the active portfolio management positioned the portfolio to take advantage of the timing of the rate increases. The decrease in the average daily balance of investable cash year over year reflects the expenditure of funds in storm recovery efforts, primarily through debris removal and monitoring related to Hurricane Michael. \$7.6 million of these expenditures were reimbursed in late April 2019 and \$12.6 million in February-March 2020 with \$1.8 million still to be received. The \$89,789 in realized losses in fiscal year 2019 were from the external portfolio and were attributed to selling investments to lock in longer securities with the anticipation of the decline in rates in late fiscal year 2019. From a total return perspective, Insight's (the external manager) active management style has also translated into incremental returns over the benchmark.

Section 218.415 (15), Florida Statutes, requires Leon County Clerk of Circuit Court and Comptroller to provide an annual report to the Board of County Commissioners of the securities in the portfolio by investment type, book value, market value and income earned. This information is included in Table I and Table II below and the chart on page 6 as of September 30, 2019.

**Table I Ending Balances Fiscal Year Ended September 30, 2019**

<b>Portfolio</b>	<b>Book Value</b>	<b>Market Value</b>
<i>Insight Investment</i>	57,928,867	58,555,908
<i>FL Local Govt Inv Trust Fund</i>	6,032,839	6,032,839
<i>FL State Treasury SPIA</i>	14,964,465	15,227,117
<i>Florida Prime (SBA)</i>	12,888,539	12,888,539
<i>Wells Fargo Restricted MM</i>	8,475,834	8,475,834
<i>Wells Fargo Cash</i>	3,584,749	3,584,749
<i>Wells Fargo Sweep</i>	11,470,841	11,470,841
<i>Total Cash and Investments</i>	115,346,134	116,235,827

**Table II Average Daily Balance and Income**

<b>Investment Type</b>	<b>FY 2018 Avg Daily Balance</b>	<b>FY 2019 Avg Daily Balance</b>	<b>Total Income FY 2019</b>
<i>Insight Investment</i>	55,734,602	57,358,092	1,147,692
<i>FL Local Govt Inv Trust Funds</i>	5,875	1,404,951	32,048
<i>FL State Treasury SPIA</i>	75,859,396	44,972,180	1,131,895
<i>Florida Prime (SBA)</i>	13,982,037	19,309,695	494,722
<i>Wells Fargo Restricted MM</i>	0	6,000,734	122,982
<i>Wells Fargo Cash</i>	7,080,126	4,361,261	77,861
<i>Wells Fargo Sweep</i>	9,988,767	15,230,509	321,275
<i>Total Daily Average</i>	162,650,803	148,637,422	
<i>Total Income</i>			3,328,475
<i>Income / Avg. Daily Bal</i>			2.24%

### **Investment Oversight Committee**

The Investment Policy of the Board of County Commissioners provides for an Investment Oversight Committee (IOC) to work with the Clerk of the Circuit Court and Comptroller in the investment of the portfolio. The Committee meets quarterly unless interim issues require more frequent meetings. Meetings are noticed, open to the public and the minutes of each meeting recorded. The IOC consists of the Clerk Designee, Director of Civil Court, Kenneth Kent; the County Administrator Designee, Director of Financial Stewardship, Scott Ross; and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. The three outside members as of September 30, 2019 are David Reid, CPA, J. Ben Watkins III, State of Florida Director of the Division of Bond Finance, and Renee McNeill, The First Bank. Ms. McNeill was appointed August 1, 2019 as the term for Michael Kramer, managing partner, K3 Investments, expired July 31, 2019.

During the fiscal year ending September 30, 2019, the portfolio was managed within the guidelines and limitations of the Investment Oversight Committee recommendations and the Commission approved policy without exception.

### **Investment Managers**

The investment portfolio quarter ending balances ranged from \$116,235,827 to \$200,169,244 during the fiscal year, with higher balances during the winter as tax collection notices are distributed by the Leon County Tax Collector. The internal portfolio was generally allocated to the Florida Treasury Special Purpose Investment Account (SPIA) and Florida Prime (SBA) during the year for diversification and liquidity.

Insight Investment, the external manager invested an average of 39% of the Leon County portfolio during the fiscal year. As of September 30, 2019, Insight Investment managed approximately \$58 million fixed income assets that resulted in a portfolio duration during the fiscal year ranging between 1.51 and 1.87 years. The established performance benchmark for Insight is the Bank of America/Merrill Lynch 1-3 Year Government Index. Insight Investment, formerly known as Cutwater Asset Management, has managed the County's external portfolio since June 1, 2010.

In October 2018 an additional money market account was opened with Wells Fargo for restricted funds related to the Leon County Landfill closure and post-closure cost; previously all this money was with SPIA. This Landfill money market has a rate of Federal Funds less 10 basis points. In June 2019 the County added the Florida Local Government Investment Trust (FLGIT) Day to Day Fund to provide more flexibility for liquidity. Additional information for the FLGIT Day to Day Fund is provided on page 4 section B of this Annual Investment Report.

The County was notified during fiscal year 2019 from Wells Fargo regarding an agreement they had entered in to sell their Institutional Retirement and Trust business (which includes the County's custodial account) to Principal Financial Group. The IOC was updated, and the committee will relook at and discuss in the future if there are changes from what the County is currently paying. This transaction of the sell to Principal Financial Group has now closed and the expected transition of services is to take place in February 2021.

The Clerk completed bidding out its banking relationships pursuant to a competitive selection process and entered into a contract on April 1, 2012, with Wells Fargo Bank. The contract (with the current extensions) is set to expire March 31, 2021. During the last six months of this extension, the county can give a 60-day notice to terminate the contract.

***TABLE OF CONTENTS***

<u>Section</u>	<u>Section Title</u>	<u>Page</u>
I.	Investment Policy.....	1
II.	Investment Oversight Committee .....	1
III.	Activities of the Investment Oversight Committee.....	1
IV.	Investment Objectives.....	1
V.	Portfolio Performance .....	2
VI.	Permitted Investments and Allowable Maturities .....	3
VII.	Liquidity Requirements .....	5
VIII.	Investment Operations .....	5
IX.	Conclusion .....	7

<u>Table</u>	<u>Table Title</u>	
1	Permitted Investments .....	3
2	Portfolio Composition.....	6
3	Average Term by Investment Type.....	6
4	Quarter Weighted Average Yields.....	7
5	Budget and Actual Interest Earnings.....	7

## I. INVESTMENT POLICY

Section 218.415, Florida Statutes provides units of local government the ability to adopt a written investment plan to govern the investment of their investment portfolio. The Leon County Board of County Commissioners on July 9, 2019 adopted revisions to the new investment policy that was adopted on July 11, 2017. These revisions to the Policy, which were recommended by the Investment Oversight Committee, were to provide more flexibility for liquidity needs, while ensuring the safety of the principal and earning a reasonable rate of return by modifying the portfolio sector maximums for specific security types.

The Florida Constitution provides that the Clerk of Court and Comptroller (Clerk) will be responsible for the investment of County funds and this report is being submitted by the Clerk as provided by the Board's Investment Policy. All investment activity was conducted in accordance with written procedures and internal controls.

## II. INVESTMENT OVERSIGHT COMMITTEE

The Clerk established the Investment Oversight Committee (IOC) to formulate investment strategies, to provide short-range direction, and to monitor the performance and structure of the County's portfolio. The IOC consists of the Clerk Designee, Director of Civil Courts, Kenneth Kent; the County Administrator Designee, Director of Financial Stewardship, Scott Ross and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. The three outside members as of September 30, 2019 are David Reid, CPA, J. Ben Watkins III, State of Florida Director of the Division of Bond Finance, and Renee McNeill, The First Bank. Ms. McNeill was appointed August 1, 2019 as the term for Michael Kramer, managing partner, K3 Investments, expired July 31, 2019.

## III. ACTIVITIES OF THE INVESTMENT OVERSIGHT COMMITTEE

The Investment Oversight Committee (IOC) scheduled periodic meetings to discuss issues relating to the investments of the County. During the current year, the IOC continued to maintain the average annual effective duration for the managed external portfolio of approximately 1.5 to 1.9 years. Given the current market environment, the IOC will continue to carefully monitor the portfolio duration and allocation of assets.

## IV. INVESTMENT OBJECTIVES

The Policy states that the primary objectives of all investment activities for the County should be safety of principal, maintenance of adequate liquidity and finally, return maximization.

Safety of principal is the foremost investment objective. Investment transactions should seek to keep capital losses to a minimum, whether the result of security defaults, or erosion of market value. This is best insured by establishing minimum acceptable credit ratings, limiting the portfolio's overall duration, setting maximum exposures by sector, defining appropriate levels of diversification and authorized transactions and limiting exceptions.

The second objective is the provision of sufficient liquidity. A portion of the County's overall portfolio should be maintained very liquid in order to meet operating, payroll, and ongoing capital requirements. Maintaining a core level of assets with the government pools, such as the Treasury Special Purpose Investment Account (SPIA) or other short-term entities, is viewed as the best way

of maintaining secure asset values with sound investment practices. The remainder of the overall portfolio should be managed in such a manner that funds can be liquidated in a reasonable amount of time, recognizing that there are other sources for day-to-day liquidity and that this portfolio is primarily available for income generation within the constraints of this policy.

**Maximizing yield on the portfolio is of least importance compared to the safety and liquidity objectives above.** Return maximization is guided by the predefined and acceptable levels of risk as defined in this policy.

## V. PORTFOLIO PERFORMANCE

Acceptable portfolio performance is the result of balancing the rewards of investing, or the income earned, with the risks associated with those investments. Factors influencing the portfolio's performance are the types of permitted investments and allowable maturities, liquidity requirements, overall interest rate environment, cash flows, and the investment manager's performance.

**The portfolio earned \$3,418,264 in interest and had realized losses of \$89,789 for a total income of \$3,328,475 during the fiscal year ending September 30, 2019. This total income provided an effective rate of return of 2.24% on an average daily balance of \$148,637,422.** For fiscal year ending September 30, 2018 the portfolio earned \$2,706,330 of interest and had realized losses of \$160,867 for a total income of \$2,545,463. This total income for fiscal year ending September 30, 2018 provided an effective rate of return of 1.56% on an average daily balance of \$162,650,803.

The active managed external portfolio did have realized losses, as referenced above, for the 12-months ending September 30, 2019 of \$89,789. These losses were attributed to selling investments to lock in longer securities as rates dropped starting the end of July 2019. The yield on the external portfolio on September 30, 2019 was 1.89% versus 2.73% on September 30, 2018. This decline is the result of the reduction in rates over 2019 which was significant. The Federal Reserve lowered the overnight rate several times during the end of 2019. Longer rates dropped even more with the two-year Treasury yield dropping from 2.59% on 9/30/2018 to 1.53% on 9/30/2019. From a total return perspective, Insight's active management style has translated into incremental returns over the passive benchmark.

The following is an overall market and portfolio specific commentary provided by the County's investment advisor, Insight Investment.

### **Insight Investment Calendar Year Fourth Quarter 2019 Review & Outlook**

#### **Global central bank easing appears to have worked:**

With global economic data stabilizing over the quarter and the outlook for inflation still benign, it appears that global central banks may have successfully navigated the economic slowdown. The 'dot plot' chart released after the December Federal Open Market Committee (FOMC) meeting indicated that most members expect interest rates to remain unchanged through 2020. The committee noted that "the current stance of monetary policy is appropriate to support sustained expansion of economic activity, strong labor market conditions, and inflation near the Committee's symmetric 2 percent objective".

**The yield curve steepened:**

The US Treasury curve steepened in the fourth quarter of calendar year 2019, with 2-year Treasury yields falling by 5 basis points, 10-year yields rising by 25 basis points and 30-year yields rising by 28 basis points.

**Credit outperformed Treasuries:**

Corporate credit spreads contracted with the Bloomberg Barclays Corporate Index spread declining from 115 basis points to 93 basis points. Spreads at the longer end of the curve outperformed, as the Bloomberg Barclays Long Corporate Index spread contracted by 30 basis points and the Intermediate Corporate Index spread contracted by 18 basis points.

**Risk assets continued to rally:**

US equity markets performed well, with the S&P 500 Index reaching record highs and experiencing over 30% increase in calendar year 2019, buoyed by lower bond yields and monetary stimulus. Equity market volatility remained low.

**Risks include:**

- Protectionism escalates to a point where it has a severe impact on the global growth outlook.
- Inflationary pressures unexpectedly turn upwards, forcing the Federal Reserve to abruptly change position again.
- European growth slows further, leading to more radical policy responses, with implications for global bond and credit markets.

**VI. PERMITTED INVESTMENTS AND ALLOWABLE MATURITIES**

Table 1 summarizes the permitted investments, composition limits, and maximum allowable maturities. The County's available funds are invested according to Leon County's Investment Policy Section XV, which authorizes the County to invest in specific permitted investment types. The permitted investments are restricted by the Policy in their composition limits and maximum allowable maturities. The Policy permits maturities of the operating portfolio establishing a range of 60 days to 10 years. Table 1 gives a brief description of each investment type according to Section XVI of the Policy. It is generally regarded that the following investment types are safe investments and meet the Policy's first objective: safety.

**Table 1 – Permitted Investments**

<b><u>Investment Type</u></b>	<b><u>Composition Limit</u></b>	<b><u>Max Maturity/ WAL Limit</u></b>
<i>Repurchase Agreements</i>	15%, 5% any one issuer	60 Days
<i>Bankers' Acceptances</i>	15%, 5% any one issuer	270 Days
<i>Commercial Paper</i>	20%, 5% any one issuer	270 Days
<i>Financial Deposit Instruments</i>	30%	2-Year, 1-Year Avg
<i>Federal Instrumentalities</i>	45%, 15% any one issuer	5-Year
<i>Corporate Debt</i>	25%, 3% any one issuer	5-Year
<i>Municipal Bonds</i>	35%, 3% any one issuer	5-Year
<i>Mortgage Backed Securities (MBS), including CMOs</i>	35%, 15% any one issuer, 3% per CUSIP	5-Year WAL
<i>Asset Backed Securities</i>	10%, 3% any one issuer	5-Year WAL
<i>Commercial Mortgage Backed Securities (CMBS)</i>	8%, 3% any one issuer	5-Year WAL

<i>US Government Securities</i>	100%	10-Year
<i>US Federal Agencies (full faith and credit)</i>	100%, 20% any one issuer	5-Year
<i>Florida Prime (SBA), FLGIT</i>	20% each pool	NA
<i>FL Municipal Investment Trust (FMIvT)</i>	15%	NA
<i>SPIA, Money Markets</i>	100%	NA

The internal portfolio was invested in the following government pools during fiscal year ending September 30, 2019:

A. Florida Local Government Surplus Funds Trust Fund, also known as Florida PRIME

Florida PRIME is administered by the Florida State Board of Administration (SBA) for the purpose of pooling investment funds of local governments in an investment portfolio of money market instruments that provide liquidity while preserving capital. On February 13, 2008, the Trustees of the SBA hired Federated Investors to manage Florida PRIME, effective on March 1, 2008. As of October 1, 1997, the SBA had converted Florida PRIME to a “2a-7 like” investment pool (SEC Rule 2a-7 of the Investment Company Act of 1940). On September 30, 2019, Florida PRIME was invested in fixed rate and floating rate bank instruments, repurchase agreements, fixed rate and floating rate corporate commercial paper, floating rate corporate notes, money market mutual funds, and fixed rate and floating rate asset backed commercial paper. The rating for Florida Prime as of September 30, 2019 was AAAM by Standard and Poor’s. A maximum of 20% of the portfolio may be invested with Florida PRIME.

B. The Florida Local Government Investment Trust Government Fund (FLGIT)

The Florida Local Government Investment Trust (FLGIT) is a local government investment pool developed through the joint efforts of the Florida Court Clerks and Comptrollers (FCCC) and the Florida Association of Counties (FAC) for providing opportunities for the investment of excess public funds. FLGIT offers two investment funds to its participants, the Short Term Bond Fund and the Day to Day Fund. The Short Term Bond Fund is a longer term higher yielding fund. At September 30, 2019 the County did not have any balances in the Short Term Bond Fund. The Day to Day Fund is a highly liquid fund with underlying investments having a weighted average maturity of less than 90 days. The FLGIT Day to Day Fund does meet the criteria and has adopted operating procedures consistent with the requirements for a SEC Rule 2a-7 fund. On September 30, 2019 the majority of the Day to Day Fund was invested in US Treasuries, Agencies and Repurchase Agreements with the remainder in short term Corporate Bonds, Commercial Paper and Certificates of Deposit. The Day to Day Fund maintained a credit rating of AAAM by Fitch as of September 30, 2019. A maximum of 20% of the portfolio may be invested with FLGIT.

C. Special Purpose Investment Trust (SPIA)

Effective July 1, 2004, Section 17.61(1), Florida Statutes was amended to permit organizations created by the Florida Constitution to participate in the existing State Treasury Investment Pool “Special Purpose Investment Account (SPIA).” Historically, SPIA participants have received higher earnings reflecting the higher risk associated with the longer maturities and lower credit quality. The rating for the Treasury Investment Pool as of September 30, 2019 was AA-f by Standard and Poor’s with a duration of 2.82 years. The County Investment Policy allows up to 100% of the County portfolio to be invested in SPIA.

In March 2015, the Florida Treasury implemented procedures to provide better cash forecasting and an increase in funds available for longer term investments which should increase the interest



earnings of the pool as a whole. These enhancements included (1) closing the pool to new noncomponent unit entities, (2) requiring new withdrawal notices and minimum balance requirements and (3) setting a cap on investment amounts. Instead of 100% liquidity with 3 days' notice, the Florida Treasury now requires 5 days' notice for liquidations between \$20 and \$75 million and 20 days' notice for liquidations over \$75 million. In addition, 6 months' notice is required for liquidations planned below a floor calculated as 60% of the previous 3 months average balance. The changes by the Florida Treasury reduce the possibility of large unplanned liquidations from the pool. The IOC evaluated these changes and determined that the associated risks would be monitored and dollars reallocated between asset classes (including SPIA) based on periodic analysis of the market risk.

The financial details and disclosures for the Treasury Investment Pool are made in Note 4 to the State of Florida Comprehensive Annual Financial Report (CAFR).

At September 30, 2019 the majority of the Florida Treasury Investment Pool holdings were in US Treasuries, US Government Agencies/Bonds, Corporate Bonds, and Agency Mortgage Backed Securities. The Pool's fair value factor was 1.0176 for September 2019. A factor of more than 1.0000 indicates that the market value of the Pool's investments is more than the funds invested in the Pool. For more information relating to the Treasury Investment Pool, please visit the website at <http://www.myfloridacfo.com/Division/Treasury/>.

## VII. LIQUIDITY REQUIREMENTS

The second objective in managing the County's investments is the provision of sufficient liquidity. On a regular basis, the County's receipts and disbursements are analyzed to determine trends in cash inflow and outflow. Cash inflows are invested immediately upon receipt and become part of the portfolio. The portfolio provides cash for weekly payment of operating and capital expenditures, biweekly payment of payroll expenditures and semiannual debt service payments.

## VIII. INVESTMENT OPERATIONS

Investing activities are conducted by the investment advisor and qualified professionals in the Clerk's Office in accordance with Florida Statutes, County Ordinances, and written policies and procedures. Periodic reports of investment activity and positions are prepared and distributed to management of the Clerk's Office, management of the BCC and the Investment Oversight Committee. Regular meetings of the IOC are held to monitor the portfolio, evaluate investment performance and discuss investment strategies.

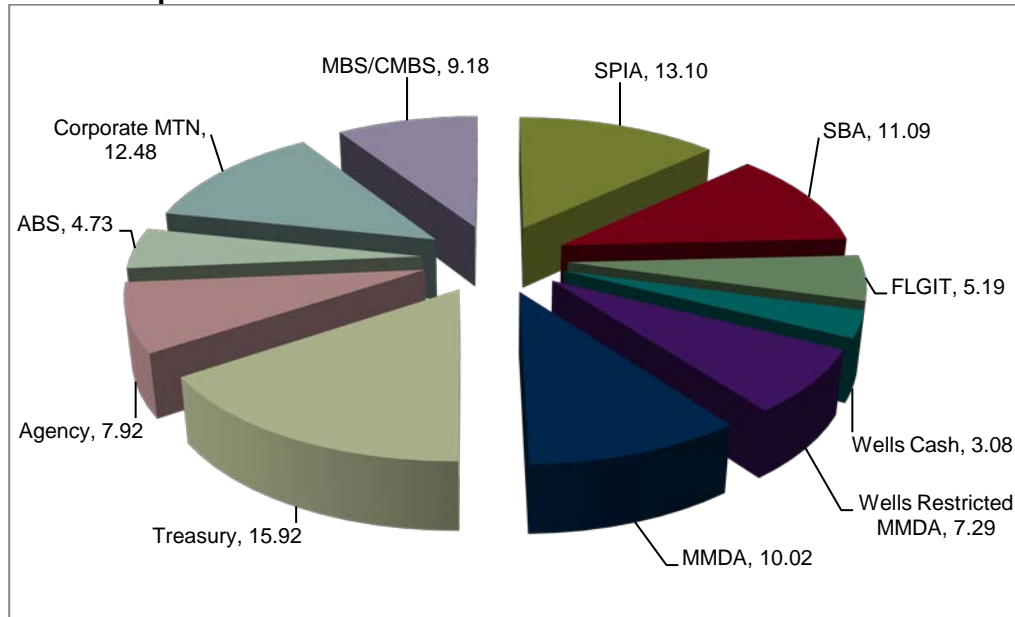
The investment advisor and Clerk staff use sophisticated techniques in carrying out investment activities including electronic bank and trust account systems, electronic funds transfer, on-line real-time monitoring of U.S. securities markets and electronic trading. Bank account balances, cash requirements, investment positions and trust account activity are monitored daily. Current conditions and evaluations of national economic activity are considered in making asset allocation decisions.

### A. Portfolio Balances

The portfolio's ending balance for fiscal year 2019 was \$116,235,827 while the ending balance for 2018 was \$131,194,181, a decrease of \$14,958,354. This decrease in the balances reflects the expenditure of funds in storm recovery efforts, primarily through debris removal and monitoring related to Hurricane Michael. \$7.6 million of these expenditures were reimbursed in late April 2019 and \$12.6 million combined in February and March 2020 with \$1.8 million still to be received.

## B. Portfolio Composition

The Clerk or the Clerk's designee (Finance Director) shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Any changes to the portfolio composition guidelines or limits must be in writing from the Finance Director directed to the appropriate parties and discussed at each quarterly Investment Oversight Committee meeting. The portfolio was managed in compliance with diversification requirements for investment types as shown in the following **Table 2 Portfolio Composition.**



## C. Portfolio Maturities

Portfolio management was also accomplished in compliance with the Policy that requires ensuring sufficient liquidity as well as diversity in maturities. Shown in Table 3 are the average terms of each investment type held as of fiscal year end 2019 and 2018. Average term is the weighted average number of days remaining to maturity of the investment. Average terms greater than one year represent investments of non-current funds, including the non-current operating portfolio, and investments of bond proceeds and debt service reserve funds. The externally managed portfolio was invested for a weighted average term of approximately 734 days in fiscal year 2019, as compared with a weighted average term of 584 days in fiscal year 2018.

**Table 3- External Manager Average Term by Investment Type (Days)**

	FY 2019	FY 2018
<b>US Treasury Notes</b>	756	631
<b>US Agency Notes</b>	704	420
<b>Commercial Mortgage Backed Securities</b>	1,066	471
<b>Asset Backed Securities</b>	584	504
<b>Mortgage Backed Securities</b>	847	913
<b>Municipal Notes</b>	-	-
<b>Corporate Notes</b>	701	635

D. Earnings and Yields

The portfolio earned \$3,418,264 in interest and had realized losses of \$89,789 for a total income of \$3,328,475 during the fiscal year ending September 30, 2019. This total income provided an effective rate of return of 2.24% on an average daily balance of \$148,637,422. For comparison, the portfolio earned \$2,706,330 of interest and had realized losses of \$160,867 for a total income of \$2,545,463 during the fiscal year ending September 30, 2018. This total income provided an effective rate of return of 1.56% on an average daily balance of \$162,650,803. The range of duration of the County's overall portfolio is defined as 0.5 years to 2.5 years. Unusual market or economic conditions may mandate moving the portfolio outside of this range. The Investment Oversight Committee will be convened and will approve any portfolio duration outside of the range specified above. The duration of the portfolio was an annual average of 2.2 years.

**Table 4- Quarter Wt. Average Yields**

	09.30.18	12.31.18	03.31.19	06.30.19	09.30.19
<b>Insight Investment</b>	2.73%	2.79%	2.53%	2.05%	1.89%
<b>FL Local Govt Investment Trust</b>	2.32%	2.59%	2.39%	2.12%	2.20%
<b>FL State Treasury SPIA</b>	1.92%	2.09%	2.53%	3.38%	3.26%
<b>Florida Prime (SBA)</b>	2.34%	2.55%	2.63%	2.55%	2.27%
<b>Wells Fargo Restricted MM</b>	---	2.25%	2.40%	2.40%	2.05%
<b>Wells Fargo Cash</b>	2.03%	2.35%	2.50%	2.50%	2.15%
<b>Wells Fargo Sweep</b>	1.85%	2.18%	2.27%	2.21%	1.96%
<b>Quarter Wt. Average Yields</b>	2.29%	2.36%	2.51%	2.48%	2.15%

The dollar amount of interest earnings is used in historical and budgetary comparisons and in cash flow analysis. Actual interest earnings totaled \$3,418,264 in fiscal year 2019 and \$2,706,330 in fiscal year 2018. Actual interest earnings were \$950,530 more than the budget in fiscal year 2019 and \$639,010 more than the budget in fiscal year 2018.

**Table 5- Budget and Actual Income**

	FY 2019	FY 2018
<i>Actual</i>	3,418,264	2,706,330
<i>Budget</i>	2,467,734	2,067,320
<i>Variance</i>	\$950,530	\$639,010

IX. CONCLUSION

In conclusion, the results outlined in the Annual Investment Report are as follows:

- Investment income increased 31% year over year despite a \$14.0 million decrease in average investment balances. This increase in income was primarily due to a changing interest rate environment as the Federal Reserve increased rates starting in March 2018 and then began to reduce rates at the end of July 2019. This rate environment along with the active portfolio management positioned the portfolio to take advantage of the timing of these rate changes. The \$14.0 million reduction in average daily balances of investable cash reflects the expenditure of funds in storm recovery efforts, primarily through debris removal and monitoring related to Hurricane Michael, as well as, expenditures for capital construction projects. \$7.6 million of the expenditures for disaster recovery were reimbursed in April 2019 and \$12.6 million combined in February and March 2020 with \$1.8 million due to be received.


- The Investment Portfolio activity was in compliance with the Investment Policy.
- The external manager continues to tactically manage the duration as changes in the market occur.

### **Investment Oversight Committee**

The IOC met regularly to oversee the performance of the external manager. The investment policy requires staff to notify the IOC any time that any holdings drop below the minimum credit ratings required under the policy. The IOC will then consider the current market environment and make recommendations to either hold and monitor the investments or to liquidate the investments. On October 3, 2018, the external manager notified the IOC regarding a downgrade by Standard and Poor's of one security within the externally managed portfolio. The security was issued by General Electric Company and was downgraded to BBB+. The IOC has continued to closely review this downgrade and given the external manager's recommendation to maintain this security has agreed to continue hold this security, subject to ongoing monitoring, within the portfolio. This security matures in September 2020.

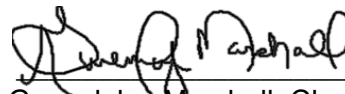
On March 4, 2020 the IOC met to review and approve this annual report summarizing the performance of the internal portfolio and the external manager.

Presented by:



---

David Reid, Chairman  
Investment Oversight Committee



---

Gwendolyn Marshall, Clerk of the Court  
and Comptroller, Leon County, Florida

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

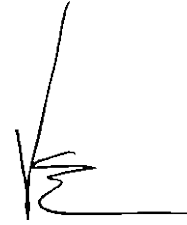
## Agenda Item #11

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Status Report on Leon County's Response Efforts Related to COVID-19



---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Andy Johnson, Assistant to the County Administrator Nicki Paden, Management Analyst

### **Statement of Issue:**

This agenda item provides the Board a status report on Leon County's response efforts related to the novel coronavirus (COVID-19) pandemic. The status report includes a discussion of the latest efforts being taken to plan for a surge in health care needs, the impact of the pandemic on the U.S. economy and its potential fiscal impact to Leon County's finances, and a summary of the policy responses taken by the state and federal government. At this time, response efforts are still ongoing; accordingly, this agenda item should not be considered an After-Action Report. Rather, this status report is intended to serve as a summary of the County's actions to date in coordination with local, state, and federal partners to prepare for and mitigate the spread of COVID-19. Representatives from Leon County Emergency Management, the local health care community, and others will participate in the April 14 Board meeting to present the latest updates and information available.

### **Fiscal Impact:**

This item has a fiscal impact. The item seeks the Board's authorization to expend up to \$300,000 to support an emergency sheltering plan for homeless individuals in Leon County. The Tallahassee City Commission is expected to consider providing a similar amount of funding at its April 8, 2020 meeting. Costs associated with this plan are expected to be reimbursable under normal FEMA procedures. Funds to support the emergency homeless sheltering plan are available in the County's Catastrophe Reserve Fund.

### **Staff Recommendation:**

See next page.

**Staff Recommendation:**

- Option #1: Accept the status report on Leon County's response efforts related to COVID-19.
- Option #2: Authorize \$300,000 in funding from the Catastrophe Reserve Fund to support the emergency sheltering plan for the homeless population in Leon County as described in this item.
- Option #3: Cancel the April 28 budget workshop, conduct the June 16 workshop as scheduled, and conduct a July 14 workshop (if necessary).
- Option #4: Reschedule the Board's September meetings and budget public hearings from September 8 and September 22, 2020 to September 15 and September 29, 2020.
- Option #5: Ratify the County Administrator's action to grant up to 100 hours of Administrative Leave to Leon County employees who are health care providers and emergency responders exempt from the leave provisions of the Families First Coronavirus Response Act.

## Report and Discussion

### **Background:**

This agenda item provides a status report on Leon County's response efforts related to the novel coronavirus pandemic, which is an ongoing global outbreak of coronavirus disease 2019 ("COVID-19"). Originally detected in Wuhan, China in December 2019, COVID-19 has since spread to more than 200 countries worldwide including the United States. In January 2020 the World Health Organization (WHO) declared the outbreak of COVID-19 to be a Public Health Emergency of International Concern, advising countries to implement public health measures to prevent the onward spread of the disease. Since that time, many countries have taken measures to prevent the spread of the virus including travel restrictions, event postponements and cancellations, workplace hazard controls, social distancing measures, and more. As of the publication of this agenda item, approximately 1.5 million cases of COVID-19 have been reported worldwide, including 400,000 in the United States, 15,000 in Florida, and 68 in Leon County.

As the number of confirmed cases of COVID-19 has continued to rise in the United States and worldwide, Leon County has been and remains actively engaged at all levels of the organization in planning, preparing for, and mitigating the public health threat posed by the virus and its associated social and economic impacts. On March 10, the County activated its Emergency Operations Center (EOC), which remains active at this time to assist in convening response agencies, providing coordination, and aligning public information efforts in support of the Florida Department of Health, the lead agency designated by the Governor to coordinate the state's response efforts to COVID-19. On March 16, the Chairman issued a declared local state of emergency, which ensures that the County is able to quickly obtain critical supplies, expedite County emergency response efforts, seek federal reimbursement for emergency-related expenses, and coordinate with other response agencies statewide.

In addition to these actions, Leon County quickly took several other protective measures to limit the spread of COVID-19 before any positive cases were confirmed in our community. Leon County EMS has engaged health care and emergency response partners in planning, preparedness, and response efforts; provided support to the community testing site established at the Northwood Center; and transported COVID-19 patients to hospitals throughout the pandemic. In early March, the County held a press conference in coordination with the City of Tallahassee and local health care providers to recommend that local organizations and private partners limit or postpone mass gatherings of more than 250 people. Consistent with this recommendation, the County postponed several upcoming large events including the Leon Works Expo and concerts scheduled at the Capital City Amphitheater. The County closed its facilities to the public and suspended all work-related travel and training. However, to ensure that the County workforce is still able to provide essential services to the public, internal protocols were updated to allow employees to work from home when possible. As the situation has evolved, the County has regularly updated its local emergency declaration to remain consistent with all state and federal guidance.

External to the organization, Leon County has actively engaged citizens, businesses, nonprofit services providers, and all other community partners to share critical emergency-related information and to connect people and organizations with available assistance. Leon County Community and Media Relations, via a Joint Information Center established in partnership with



the Florida Department of Health, has shared regular operational updates to the community reinforcing health expert advice to mitigate the spread of COVID-19, as well as guidance for businesses to plan and prepare to keep their workforces healthy and their supply chains intact. The Tallahassee-Leon County Office of Economic Vitality and the County's Division of Tourism have worked aggressively to assist our local businesses being impacted by this crisis, and the Blueprint Intergovernmental Agency also activated a local grant program to provide a lifeline to small businesses in our community that have been affected by the pandemic. These efforts and many other specific actions taken by Leon County to prepare for, respond to, and mitigate the impacts of COVID-19 are described in detail throughout the remainder of this status report.

All of the efforts described in this agenda item are enhanced as a result of Leon County's After-Action Reports following Hurricanes Hermine, Irma, and Michael in three recent consecutive years, which included comprehensive analyses of Leon County's emergency efforts leading to a collective total of 213 specific recommendations to further strengthen the County's emergency plans, overall strategies for emergency management, and our community's ability to respond to and recover from future emergencies. Each of these 213 recommendations was fully implemented prior to the COVID-19 pandemic.

### **Analysis:**

The Analysis section of this agenda item begins by providing a concise overview of the COVID-19 pandemic, followed by a discussion of the most recent developments and efforts that Leon County is taking to assist our area's health care community in planning for a surge in medical needs. Next, the item provides a report on the anticipated fiscal impact to the County associated with the pandemic and proposes fiscal planning strategies for the Board's consideration during the upcoming budget cycle. Finally, the item summarizes the immediate policy responses by the state and federal government and provides a comprehensive report of additional response activities taken by Leon County related to COVID-19 including the current status and outlook of these efforts.

### **Overview of the COVID-19 Pandemic**

In December 2019, a new coronavirus was identified as the cause of a disease outbreak that originated in China. The virus is now known as the "severe acute respiratory syndrome coronavirus 2" (SARS-CoV-2). The disease it causes is called coronavirus disease 2019 (COVID-19). According to the WHO, symptoms of the illness are usually mild and begin gradually, and some people become infected but do not develop any symptoms. While approximately 80% of infected persons recover from the disease without needing special treatment, around 1 of every 6 people who contracts COVID-19 becomes seriously ill and develops difficulty breathing. Older people, and those with underlying medical problems like high blood pressure, heart problems or diabetes, are more likely to develop serious illness.

In the weeks following initial medical reports related to COVID-19, the virus began to spread to other provinces in China, and on January 13, the first known case of the virus outside China was confirmed in Thailand. The first known case in the United States of COVID-19 was confirmed in the Washington state on January 20, and the first case in Florida was reported on March 1. Since that time, the number of confirmed cases has grown rapidly, with new cases associated with both

travel from other affected areas as well as person-to-person spread within communities, and the WHO declared the COVID-19 outbreak a global pandemic on March 11. As of the publication of this agenda item, the following table shows the number of confirmed cases and the number of deaths related to COVID-19 at the global, national, state, and local level:

	<b># of Confirmed Cases</b>	<b># of COVID-19 Related Deaths</b>
Worldwide	1,447,466	83,471
U.S.	399,929	12,911
Florida	14,747	296
Leon County	68	0

In response to the rapid spread of COVID-19, many countries around the world have employed containment and mitigation strategies to decrease the epidemic peak of the outbreak, known as “flattening the curve.” These strategies include personal preventive measures such as hand hygiene and self-quarantine, community measures aimed at physical distancing such as closing schools and cancelling mass gathering events, facility closures, travel restrictions, community engagement to encourage acceptance and participation in such interventions, as well as environmental measures such as surface cleaning. Leon County’s efforts to contain and mitigate the spread of COVID-19 are discussed in detail in the sections below.

Local Health Care Impacts and “Surge” Planning

As discussed in the Background section of this agenda item, Leon County Emergency Management has been actively engaged with public health and other emergency management partners at the local, state, and federal levels since January to prepare and protect our community against the COVID-19 pandemic. On March 10, Leon County activated the Emergency Operations Center in support of the Florida Department of Health (FDOH), facilitating the highest level of coordination with our area health care providers including hospitals, long-term care facilities, FDOH, Leon County Emergency Medical Services, the Big Bend Healthcare Coalition, and other providers.

Initial coordination efforts focused on equipment stockpiles, testing capacity, and specific isolation and quarantine protocols for individual travel-related cases. As the COVID-19 situation has evolved over time, the scope and focus of these coordinating efforts likewise evolved and are now focused on planning for a surge in health care needs, as outbreaks have occurred not only in Washington and New York states, but also in southeast Florida. At this time, planning, assessing, and if necessary, acting to increase hospital bed capacity is a top priority for Leon County Emergency Management in coordination with the County’s health care partners.

Health care planning experts at the local, state, and national level are currently using an array of COVID-19 modeling tools to inform community mitigation and hospital response strategies. According to the Association of State & Territorial Health Officials (ASTHO), there are at least a dozen different models being used to forecast the spread of COVID-19 and its corresponding impact on hospital resource use. The most commonly cited predictive models include:

- Penn Medicine COVID-19 Hospital Impact Model for Epidemics (CHIME)
- University of Washington's Institute for Health Metrics and Evaluation (IHME)
- Harvard Global Health Institute COVID-19 Hospital Capacity Estimate
- Columbia University Severe COVID-19 Risk Mapping
- Cornell COVID Caseload Calculator C5V
- COVID Act Now

According to ASTHO, differences in the inputs, assumptions, and data systems utilized by these models may result in different forecasts. For instance, the IHME model, which has been frequently cited by the White House Coronavirus Task Force, currently projects that the peak surge in hospital resource use in Florida will occur on April 21. As of the publication of this agenda item, the IHME model predicts that there will be a sufficient statewide availability of hospital beds and intensive care beds to accommodate the projected surge. However, the IHME model does not provide County specific modeling. Alternatively, the CHIME model, which is being utilized by Tallahassee Memorial Healthcare (TMH) and other hospitals, has projected the potential for a significant surge of up to several hundred hospital admissions each day throughout Tallahassee's hospital referral region (which includes Jefferson, Gadsden, Leon, Wakulla, Madison, Taylor, Calhoun, Franklin, Jackson, Liberty, and Gulf counties) with potential shortfalls in resource availability. Representatives from TMH will present additional information about this predictive model at the Board's April 14, 2020 meeting.

As discussed above, each of the available models for health care surge planning is unique, uses different input data, makes different modeling assumptions, and is designed for forecasting different outcome variables. To review these and other commonly cited modeling tools, the Leon County Health Department has formed a modeling team with representatives from the Florida Department of Health, local hospitals, and Leon County Emergency Management. The team is currently evaluating model projections under several different scenarios to best anticipate the need for hospital bed space and other health care resources over the coming weeks and months and to develop a regional healthcare surge plan based on the anticipated need.

On March 31, Leon County Emergency Management and FDOH began surge planning coordinating calls focused on how facilities would add extra intensive care unit beds, create negative-pressure spaces to assist patients experiencing respiratory distress, what additional equipment may be needed (such as ventilators, monitors, cots, and other supplies), and staffing to accommodate a surge in health care needs. The surge planning team is also evaluating a potential alternate care site to provide auxiliary hospital space, should the need arise, consistent with our emergency planning procedures.

At this time, the team, in coordination with the Florida Department of Emergency Management (FDEM), is planning for health care needs in our 10-county region. The Florida Department of Health has presented a phased-in approach for our community to address any surge. At the earliest phase of a surge, our area hospitals would increase their bed capacity by expanding operations into different floors and areas. Already TMH and CRMC have performed these assessments and done work in preparation for this phase. At the next phase, health experts recommend at-home care for patients with mild symptoms with trained professionals performing wellness checks. At an even

greater level of surge, health care providers would utilize other medical sites apart from main hospital grounds to accommodate patients and relieve the strain from hospitals. Finally, should the need arise, a large facility such as the Civic Center, Fairgrounds, or the Ghazvini Center would be identified to serve as an alternate care site.

In addition to the surge planning efforts discussed above, Leon County Emergency Management has been coordinating and managing the supply of personal protective equipment (PPE) such as face masks, facial shields, nitrile disposable gloves, and other supplies. The County has requested additional personal protective equipment on behalf of our health care and senior care facilities. To date, the County has distributed more than 40,000 different PPE items to fulfill requests from Tallahassee Memorial HealthCare, Capital Regional Medical Center, and assisted living facilities.

#### Assistance for Homeless Service Providers

On March 18, 2020, Leon County Emergency Management convened a Local Homeless COVID-19 Task Force to address planning and coordination needs related to implementing the U.S. Centers for Disease Control and Prevention (CDC) Interim Guidance for Homeless Shelters with respect to COVID-19. The task force is led by Shington Lamy, Director of Leon County's Office of Human Services and Community Partnerships, and includes representatives from the following organizations:

- Big Bend Continuum of Care (CoC)
- Big Bend Homeless Coalition / HOPE Community
- The Kearney Center
- Refuge House
- Capital City Youth Services (CCYS)
- Florida Dept. of Health in Leon County
- City of Tallahassee

The task force has convened biweekly conference calls to discuss mitigation strategies, service changes, and applying for FEMA reimbursement of eligible expenses. Additionally, Leon County staff and other task force members are assisting shelters with meeting CDC guidelines including developing protocols to care for residents who show respiratory symptoms or who test positive for COVID-19; accessing needed supplies such as face masks, thermometers, and cleaning supplies; and identifying additional shelter space to ensure beds are placed at least three feet apart.

As a result of COVID-19 mitigation efforts that meet the CDC guidance for spatial distance, the four emergency shelters in Leon County must decrease their capacity by almost 50%. Additional CDC guidance for reducing the risk of infection and community spread among this vulnerable population may require housing current residents in non-congregate shelters, such as hotels/motels and apartments. The task force has worked with the County's Division of Tourism and community partners to develop a thorough plan (included as Attachment # 1 to this agenda item) to decrease the density of congregate shelters such as the Kearney Center and HOPE Community by expanding into available space at the Salvation Army offices and other facilities.

In addition, the task force is working to identify non-congregate shelters like hotels for vulnerable and/or symptomatic homeless individuals and their families. Under the plan, the County, City, and the Big Bend Continuum of Care will procure hotel rooms and apartments to house these individuals. The Leon County Sheriff's Office, Tallahassee Police Department, or private contractors will provide on-site security at any non-congregate locations to manage emergencies and safety concerns among the population. The Big Bend Continuum of Care, in partnership with the County, City, and homeless service providers, will coordinate the placement of homeless individuals and families at non-congregate locations, establish procedures for movement (i.e. curfews), and coordinate meals and referrals for medical care.

As the emergency homeless sheltering plan discussed in this section is not contemplated in the current fiscal year budget, Board authorization is requested to expend funds in support these efforts. Based upon preliminary cost estimates, it is recommended that the Board authorize up to \$300,000 which would be utilized to establish new congregate shelter space, secure non-congregate space as described above, and support the Big Bend Continuum of Care with anticipated operating expenses. The Tallahassee City Commission is expected to consider providing the same level of funding at its April 8, 2020 meeting. All of these costs related to emergency homeless sheltering are expected to be reimbursable under normal FEMA procedures at a minimum of 75%. Funds are available to support these expenses in the County's Catastrophe Reserve Fund (Policy No. 07-2, included as Attachment #2) which was created in 2008 to ensure access to emergency funds needed in case of a declared local state of emergency.

#### Fiscal Impact of the COVID-19 Pandemic to Leon County

As discussed above, several countries have issued lockdown orders in recent weeks, with other nations also moving to restrict access to places where groups of people gather as the number of coronavirus cases rises. In the U.S., developments have been equally quick and historic as a growing number of counties, cities, and states are now recommending or requiring mass closures and even mass self-isolation. Around the country, a rolling shutdown is underway of businesses, schools, restaurants, travel, and entertainment venues, with no clear indication when restrictions will be lifted.

Given this, government and industry experts now expect a faster and deeper impact to the U.S. economy than was initially modeled, with two and possibly more quarters of significant decline and unprecedented levels of unemployment. While some experts are forecasting a recovery at the end of 2020, the International Monetary Fund (IMF) predicts a global downturn at least as severe as the 2008 financial crisis with a recovery beginning in 2021. As of March 27, the Harvard Business Review indicates current forecasts are "especially dubious" as there are simply too many unknowable aspects of the crisis. Though considerable uncertainty remains at this time, some industry experts see this recession as one that could recover as quickly as it has unfolded. Overall, while forecasts will continue to change, current forecasts range from a severe recession lasting one to two years, to a recovery beginning in June or July of this year.

The U.S. economy's underpinnings were strong before the shock of COVID-19, and federal policy action (discussed in further detail later in this item) could help cushion the fallout. However, the most effective stimulus will be containing the outbreak. From this perspective, recent efforts in China and South Korea, which have been hardest hit, offer some positive insight for the path

forward. With aggressive government response slowing the number of new coronavirus cases dramatically, many Chinese companies that were closed in February have started to reopen. Employees have started to return to work and supply chain interruptions are slowly being reestablished as factories reopen. However, there is still great uncertainty on what a sustainable path forward looks like for the United States, Florida, and local communities.

Before discussing the potential fiscal impacts of COVID-19 on Leon County's finances, it is important to understand the County's ongoing fiscal planning efforts to maintain financial viability. Coming out of the Great Recession, the County has been deliberate in our fiscal planning to maintain (and rebuild) our reserves, to reduce our long-term debt, and to be judicious in the adding of any new positions while continuously being sensitive to taxpayers' needs. In addition, through three hurricanes the County's Catastrophe Reserve Fund and fund balances provided initial cash flow to pay for disaster response, while the County aggressively pursued all eligible FEMA reimbursements to ensure reserve replenishment – all accomplished without the County needing to borrow any additional money or raise taxes.

As a result of these prudent fiscal planning efforts, Leon County is as well (or better) positioned as any County in the State to address the fiscal impacts of this crisis. While the County is well-positioned, the impact of COVID-19 on the collection of County revenues during the current FY 2020 fiscal year will be significant. Moreover, there is a strong possibility that the effects of COVID-19 continue through the summer and into the fall, thereby also reducing revenues next year (FY 2021). As discussed earlier, some leading economists project that a recession could last several years.

COVID-19 has dramatically changed the local economy and will significantly reduce County revenues in several areas. However, the actual impacts will not be known for several months as the County starts to receive revenue collection data from the Florida Department of Revenue.

For County general revenues, sales tax related revenues will be drastically impacted with the temporary closing of retail establishments, closing of bars and table seating at restaurants, and preliminary information indicating a reduction in car sales (which is the largest generator of sales tax). While some individuals have replaced eating out with an increased purchase of groceries, this does not correspondingly increase sales tax revenues as most groceries are not taxable goods. The specific revenue streams impacted will include state revenue sharing, half-cent sales tax, and the local option sales tax (Blueprint).

In addition, decreased driving from stay-at-home directives and social distancing is reducing gasoline consumption. As fuel taxes are consumption-based (i.e., taxes are paid on a per-gallon basis) reduced driving will have an impact on fuel tax collections. Also, with businesses operating under decreased hours or having closed, public service tax collections could be reduced as a result of lower utility consumption, as this tax is calculated on the basis of utility usage.

Also, to reduce pressure on the economy and prevent a credit crisis, on March 15, 2020 the Federal Reserve dropped its target interest rate by 1.0% to near zero, or 0.25%. This was in addition to a previous reduction of 0.5%. These actions will reduce interest earnings on a portion of the County's investment portfolio, compared to FY 2019 when the benchmark interest rate rose to

2.5% which significantly helped the County's interest earnings. The lower interest rates will reduce the amount of investment and interest earnings in both FY 2020 and FY 2021.

The County also relies on specific revenues to fund entire programs that are also currently impacted or could be impacted into the future. First, extremely low hotel occupancy rates will dramatically affect tourist development tax collections. Tourist taxes support grant programs, marketing, public relations and the Council on Cultural and Arts (COCA). A separate agenda item provides a complete analysis of the impacts to the tourism tax collections. Second, if the COVID-19 impacts turn into a longer-term recession, a decline in building and construction activity could also occur. Lower construction activity reduces building and development permitting which pays for all the County's building and inspection programs, as well as approximately half of the development review program.

The County's largest revenue source is property taxes. For the upcoming budget cycle (the fiscal year beginning October 1, 2020), property values are set as of December 31, 2019. Therefore, with no change in the millage rate, property tax collections will increase by the growth in property values. However, this increase will be offset significantly by a decline in other revenues (sales tax, gas tax, and the public service tax), as discussed above. The Property Appraiser provides preliminary property values to the County on June 1, 2020, with final values set on July 1, 2020.

However, over the next two fiscal years, a reduction (or stagnation) in property values may occur if the economy enters a prolonged recession. Reduced property values could therefore impact the development of the following two fiscal years' budgets (FY 2021-2022 and FY 2022-2023).

In addition to the impacts of local businesses temporarily closing, Leon County is also expected to experience declines in revenues due to the impacts of limited operations of the three universities and the economic impact of decreases in university-related events. Leon County's Office of Management and Budget has begun very preliminary modeling of the various fiscal impacts to the County's revenues. Over the next several months, the Florida Department of Revenue (FDOR) will provide actual revenue collections that will assist in forecasting. Initial projections will be provided to the Board as part of the summer budget workshops. Preliminary analysis indicates the reduced revenues for the current year will be significant, and the breath of the revenues impacted will be broad.

Given the current revenue uncertainty, it is recommended that the budget workshop calendar be modified slightly. As such, staff recommends the April 28 budget workshop be cancelled, and the June 16 workshop be held as scheduled, and a July 14 workshop be held if necessary. Conducting the first budget workshop in June would allow time for the County to receive actual revenue collection data from FDOR which will assist in developing revenue projections. In addition, June 1 preliminary property values will have been provided by the Property Appraiser. Finally, Constitutional Officer budgets are due May 1. Therefore, the cancelling of the April 28 budget workshop best positions the Board to make informed budgetary decisions using the most accurate information available.

Finally, given the uncertainty of not only the immediate impacts, but the uncertainty of how long the crisis will last, the County Administrator notified the Board on March 18 of several initial measures taken to best position the County for the balance of the current fiscal year and prepare

for next fiscal year including instituting a hiring freeze of all non-essential personnel and suspending all non-essential travel and training.

If necessary, as part of the budget process, the County may need to evaluate other spending reductions. For now, however, the County continues to support local businesses and the overall local economy by continuing ongoing service contracts (such as custodial services, mowing, engineering, etc.), the purchases of goods, and by moving forward with existing budgeted capital projects. Depending upon the duration and severity of this crisis, the County may need to consider several options as part of the budget process including utilization of reserves, budget reductions, delaying capital projects, or revenue adjustments.

Lastly, this item also recommends rescheduling the September budget public hearings. Under Florida law, the County cannot conduct a public hearing at the same time as the School Board. When the County's original meeting calendar was developed, the School Board had not finalized its budget public hearing dates. Since that time, the School Board has scheduled a budget public hearing for September 8, 2020, which is the same date as the County's first hearing. Therefore, this item recommends rescheduling the County's meeting dates and budget public hearings from September 8 and 22 to September 15 and 29.

#### Federal and State Response to the COVID-19 Pandemic

The COVID-19 pandemic and the sustained global economic disruption surrounding the public health emergency has impacted governments, businesses, and individuals across the world. As the economic impacts of COVID-19 continue to rapidly evolve across the United States, federal, state, and local governments have taken actions to provide aid to individuals and businesses affected by the virus. Following is a summary of federal and state legislative action taken related to COVID-19; a full analysis of these efforts is included as Attachment #3 to this agenda item.

##### *Federal Response:*

At the federal level, Congress has passed three legislative packages in response to COVID-19. First, on March 6, Congress passed the "Coronavirus Preparedness and Response Supplemental Appropriations Act" (H.R. 6074). This "Phase 1" legislation provided \$8.3 billion in emergency supplemental appropriations to help states, cities, tribes and territories prepare for and mitigate the spread of the virus. While the bulk of the funds (\$6.5 billion) was allocated to the U.S. Department of Health and Human Services for public health preparedness and response, it also included funds for federal agencies working on diagnostic tests to identify the virus, therapeutic interventions to reduce its impact, and for vaccine research to stop the spread. H.R. 6074 also provided \$20 million to the U.S. Small Business Administration for administrative expenses related to increased loan volume to help businesses affected by the outbreak.

Following the passage of H.R. 6074, Congress immediately transitioned to working on a second, "Phase 2" bill to ease the economic impacts of COVID-19. On March 18, Congress passed the "Families First Coronavirus Response Act" (H.R. 6201) which included food safety support needed in the wake of school and business closures, enhanced unemployment insurance benefits, a requirement for many employers to provide paid emergency sick and family leave benefits, refundable tax credits for private employers to defray the cost of the required paid leave, an increase in Medicaid matching funds to support health care providers, and policies to expand free



COVID-19 testing across the country. Governmental entities are not eligible under H.R. 6201 to receive payroll tax credits and will therefore bear the full cost of the increased benefits provided by the bill.

On March 27, Congress passed a third relief package, the "Coronavirus Aid, Relief, and Economic Security Act" (CARES Act) to provide direct economic assistance in response to the financial fallout related to COVID-19. This "Phase 3" legislation provides \$2.2 trillion of economic stimulus for businesses, individuals, federal agencies, and state and local governments. The overall strategy of the Phase 3 legislation is to provide income replacement for those directly affected by the coronavirus outbreak. Broadly, this strategy seeks to get federal dollars to affected businesses quickly and to keep employees whole and on the books, which will help people get back to work quickly once the crisis subsides. Accordingly, major components of the CARES Act include over \$500 billion in expanded lending programs for businesses and local governments, another \$350 billion to help small businesses meet payroll costs, and a \$150 billion Coronavirus Relief Fund for state and local government to help offset necessary expenditures incurred due to the COVID-19 public health emergency. The CARES Act also provides \$290 billion in direct supplemental payments to eligible taxpayers, \$260 billion in expanded unemployment insurance, and additional flexibility for mortgage and student loan payments. Squire Patton Boggs, the County's federal contract lobbying firm, has prepared a detailed analysis of the "Phase 3" stimulus legislation which is included as Attachment #4 to this agenda item.

With regard to the Coronavirus Relief Fund for state and local governments, the bill allows for direct local government assistance only for jurisdictions over 500,000 in population. At this time, staff and the County's state and federal lobbying teams are working to determine whether the County will be eligible to share in a portion of the assistance provided to the State of Florida through this fund. Also, on April 6, the National Association of Counties sent a letter to House and Senate leadership (Attachment #5) urging any future relief legislation to include direct and flexible funding and resources to counties of all sizes, as well as several additional priorities related to county governments. Congressman Al Lawson has also signed a "Dear Colleague" letter to Speaker Nancy Pelosi, along with 58 other members of the U.S. House of Representatives, urging future legislation to address this concern as well.

As of the publication of this agenda item, U.S. House and Senate leaders have begun to discuss additional parameters of future legislation related to the COVID-19 crisis. On April 8, Speaker Pelosi and Senate Minority Leader Charles Schumer issued a joint statement calling for a "Phase 3.5" bill to provide additional relief for small businesses and families. Their statement called for \$250 billion in additional assistance to small businesses; \$100 billion for hospitals, community health centers and health systems; \$150 billion in additional funding for state and local governments to manage the crisis and mitigate lost revenue; and a 15% increase to the maximum available SNAP benefit. At this time, Senate Majority Leader Mitch McConnell has indicated support for quick passage of a bill to provide additional assistance to small businesses.

Speaker Pelosi has indicated the House may also take up a "Phase 4" bill toward the end of April, which would serve functionally as a second CARES Act by further assisting small businesses, extending and strengthening unemployment benefits, providing additional direct stimulus payments to individuals and families, and additional assistance to health care providers. U.S. Senate Minority Leader Charles Schumer and other Senate Democrats are proposing to include a

“Heroes Fund” in the Phase 4 legislation designed to reward, retain and recruit essential workers such as health care professionals, first responders, personal care and home health workers, truck drivers, grocery store workers and others. The proposed “Heroes Fund” would consist of two major components: a \$25,000 premium pay increase for essential workers, equivalent to a raise of \$13 per hour from the start of the public health emergency until December 31, 2020, and a \$15,000 essential worker recruitment incentive to attract and secure the workforce needed to fight the public health crisis.

Beyond any Phase 4 legislation, Speaker Pelosi and Senate Majority Leader Mitch McConnell have also publicly commented on legislation that could make new investments in the nation's infrastructure. This future funding could assist in funding local capital projects that maybe delayed because of reduced local revenue collections. At this time, the Phase 4 legislation is expected to focus on continued response efforts and economic relief while infrastructure would be addressed in a future phase of legislation focused on recovery.

*State Response:*

On March 1, Governor Ron DeSantis issued an executive order that outlined the State's response to COVID-19, designated the Florida Department of Health as the lead state agency to coordinate emergency response activities, and directed the State's Surgeon General to issue a public health emergency which provides authority for the State Health Officer to take actions necessary to protect the public health. The Governor declared a state of emergency for COVID-19 on March 9.

On April 1, 2020, Governor DeSantis issued a statewide “Safer at Home” order, effective from April 3 through April 30. The order requires all Floridians to limit movements and interactions outside their home to only those necessary to obtain or provide essential services or conduct essential activities. Additionally, the order requires senior citizens and those with a significant underlying medical condition to stay at home and take all measures to limit the risk of exposure to COVID-19.

During March and early April, the State and its agencies have taken various steps to contain and mitigate the spread of the virus while seeking to limit its impact on the State's economy. At this time, Governor DeSantis has issued 21 executive orders aimed at reducing the spread of the novel coronavirus within the State and preparing local governments and medical professionals to ready appropriate responses to the outbreak. A detailed account of all the steps the State has taken as of the publication of this agenda item is included as Attachment #6.

Regarding the State's public health response, the Governor's statewide “safer at home” order requires all persons over 65 or at-risk with underlying medical conditions to stay home to limit their exposure to the virus. The State has prohibited all visitation to nursing homes, assisted living facilities and other long-term care facilities. The Governor has also prohibited all non-essential, elective medical procedures for the duration of the emergency, to allow medical professionals and health care equipment to be available for response to positive COVID-19 cases where those resources may otherwise be required. Florida has also established state-wide drive-through COVID-19 test sites and has issued an order to identify other facilities that can be used to augment available hospital capacity if needed in addition to providing for telemedicine options.

While FDOH has been designated the lead agency coordinating state response activities for the COVID-19 pandemic, the Florida Division of Emergency Management has been tasked with procuring and distributing medical supplies and protective equipment to medical treatment centers throughout the State. The Florida Department of Corrections has suspended all visitation at all of the State's Correctional Facilities and non-critical inmate transfers. The Department of Education has suspended K-12 student instruction through May 1 and the State University System has directed all universities to provide remote instruction through the end of the Spring 2020 semester. The Florida Department of Economic Opportunity has authorized two loan programs to businesses impacted by the COVID-19 outbreak.

Finally, on March 19, the Florida Legislature passed its FY 2020-21 budget which as of the publication of this agenda item awaits the Governor's signature. The budget includes \$27.3 million in federal funds allocated by Congress to combat the coronavirus and an allocation of \$300 million in additional reserves to support state government operations in anticipation of an economic slowdown. The Legislature is expected to reconvene at some point in the coming months to budget for additional federal assistance authorized by the CARES Act, discussed above.

#### Additional Leon County Efforts in Response to COVID-19

Following is a summary of additional preparedness, response, and recovery efforts taken by Leon County related to COVID-19.

##### *Declared Local State of Emergency:*

On March 13, to remain consistent with the national, state, and local efforts to stem the transmission of COVID-19, Leon County announced that the following County facilities would be closed beginning Saturday, March 14:

- Leon County Main Library and all County branch library locations
- All County community centers
- All County pavilions and event space rentals
- All County active park recreation facilities

On March 16, 2020, Leon County Government issued a proclamation declaring a local state of emergency due to COVID-19. The County's declaration aligned with similar declarations from the State of Florida and the federal government, as discussed previously. With a local state of emergency in place, the County is able to quickly obtain critical supplies, expedite County emergency response efforts, seek federal reimbursement, and further streamline agency coordination at the statewide level. According to the Florida Association of Counties' (FAC) Institute for County Government COVID-19 survey, all 67 Florida counties have now declared a local state of emergency.

On March 25, 2020, the local state of emergency was revised to include a "Stay-at-Home" order which instituted measures consistent with local, state, and national health expert guidance strongly encouraging social distancing and limiting public gathering. These measures included encouraging residents to remain home unless conducting essential activities, authorizing law enforcement to disperse any crowd of more than 10 people, implementing a curfew from 11 p.m.

to 5 a.m., and encouraging businesses to practice social distancing in their shopping areas and in storefronts.

On April 2, 2020, to ensure consistency with the Governor's statewide "Safer at Home" order, Leon County Government took the following actions:

- Directed County employees that are ages 65+ or have a significant underlying medical condition to prepare to telecommute for the duration of the emergency. Those employees who meet one of the criteria and whose positions do not allow for telecommuting and elect not to work will be awarded administrative leave.
- Issued a revised "Stay-at-Home" order declaring that all Leon County citizens should abide by the directives issued by the Governor's Executive Orders. This action removed the curfew that was previously in place.
- Extended the closure of all libraries, community centers, and active recreation facilities through April 30.
- Extended the closure of all County offices to the public through April 30.

Along with other county governments throughout the State, Leon County also immediately began to seek clarification regarding the Governor's Executive Order and what regulatory authority remains with local governments. As a result, on April 3, 2020, the Governor's Office published "FAQs for Executive Order 20-91," which clarified that local authorities are permitted to adopt requirements directly on businesses, operations or venues, including buildings, beaches and parks, that may be stricter than the Governor's Executive Order. County Administration, in coordination with the Emergency Management and local health officials, continues to monitor for any amendments or revisions to the County's "Stay-at-Home" order that may be recommended to further limit the transmission of COVID-19 and ensure the safety of Leon County citizens.

#### *Communications and Public Information:*

During any emergency involving infectious disease, motivating individual citizens to take action toward restricting the spread of the disease is essential for controlling emerging infections. Accordingly, public information plays a critical role in overall emergency management efforts. In response to COVID-19, Leon County Community and Media Relations (CMR) has been focused on providing accurate, timely, and vetted information to the public. To support the Florida Department of Health's COVID-19 messaging efforts to stop the spread of the coronavirus, CMR developed and launched a #SaferAtHome campaign to educate the community on staying home and practicing physical distancing and how those actions serve an important role in protecting the community from COVID-19, as well as additional initiatives to help highlight and support businesses, neighbors and first responders throughout the pandemic response. CMR remains in constant coordination with Leon County Emergency Management, FDOH, and other stakeholders through a Joint Information Center established for the COVID-19 emergency.

CMR revised and refocused the County's Emergency Information Portal to be more intuitive, more informative, and to feature additional resources and assistance available from community partners through the establishment of a new COVID-19-specific information portal. The County's Citizens Connect mobile app continues to link citizens to the same information provided through the EIP, which is updated on a daily basis with information on preparedness and response efforts. Since

public information and messaging related to COVID-19 began, the EIP website has been viewed more than 100,000 times.

To complement these efforts, CMR has posted and shared 283 updates across the County's Facebook, Twitter, Instagram, Nextdoor, and LinkedIn accounts. These efforts generated global media attention and nearly 1 million impressions alone on one graphic, designed in-house by Community and Media Relations' Sara Pratt and Justin Moro, which advised residents to practice social distancing by keeping "at least one large alligator between you and everyone else at all times." Several national media outlets including CNN, NPR, and others reported on this post. CMR has also developed a video series called "COVID-19 Update: Timely News from Trusted Voices" which features Commissioners, key department staff, local health officials and others.

In addition, CMR has further leveraged the County's social media following to support community efforts such as the "Rally for Tally" initiative which encourages citizens to order and pick up their food from local restaurants and businesses. The County's promotion effort for "Rally for Tally" is the most engaging post the County has ever made, which demonstrates how our community is coming together to support our local businesses. Leon County Community and Media Relations is also supporting the Office of Economic Vitality by promoting available state and federal disaster loan programs to businesses and FEMA assistance for local businesses impacted by COVID-19 on social media and the EIP.

The County has also launched several other community-focused messaging efforts to support the #SaferAtHome campaign that highlight:

- Neighbors through the Neighbors Helping Neighbors initiative
- First responders and medical professionals through #HealthCareHeroes
- Nonprofits through the "Pay It Forward" initiative
- Local businesses through the #OpenForTakeout initiative
- Residents through "Show us how you #LoveLeon"
- The community through Timely News for Trusted Voices

To date, the County's aggressive communication efforts on TV, radio, earned media, social media, and other avenues related to COVID-19 has created more than 5.5 million impressions in support of public health, safety, and the community.

#### *Emergency Medical Services:*

The Emergency Medical Services (EMS) Division began monitoring the coronavirus in early January following a notification from the Florida Department of Health (FDOH) and the Centers for Disease Control and Prevention (CDC) of an emerging pneumonia of unknown etiology occurring in Asia. On January 21, the FDOH and the CDC notified health care providers of the identification of a novel coronavirus as the cause of the pneumonia outbreak. In addition to the FDOH and CDC, various EMS professional organizations began providing regular information regarding the continued emergence of the coronavirus and continue to provide relevant information and best practices to assist in the response. EMS immediately began assessing readiness capabilities and ordered additional personal protective equipment (PPE).

In early February, the CDC issued *Interim Guidance for Emergency Medical Services Systems and 911 Public Safety Answering Points for 2019-nCoV in the United States*. EMS has utilized this guidance and the subsequent guidance provided by the FDOH and CDC to inform the preparedness and response efforts of the division. The EMS Division has also engaged community, health care and emergency response partners in the planning, preparedness and response to the COVID-19 pandemic. Between January 29 and March 28, EMS has internally disseminated three divisional situational reports, three informational bulletins, and 13 response guidelines and medical protocols to specific to COVID-19 to EMS Paramedics. All EMS planning efforts are based on CDC and FDOH guidance and are focused on ensuring EMS member health and safety while providing the highest level of care to the community.

By the end of February, the EMS Division had initiated planning efforts with the FDOH in Leon County and the local hospital's infectious disease and emergency departments to develop an understanding of the disease, implement approaches to patient care and to establish a process to share information related to patients that may be infected by the coronavirus. On March 4, weekly conference calls were initiated and organized by Emergency Management between the FDOH in Leon County, Tallahassee Memorial HealthCare (TMH), Capital Regional Medical Center (CRMC), the Tallahassee Fire Department (TFD) and EMS. The EMS Division has also coordinated with community health care providers through the Big Bend Healthcare Coalition. EMS participated in the planning of the TMH specimen collection site at Northwood and has provided ambulance staffing when the site is open.

These partnerships have resulted in the creation of a process where individuals at high-risk for COVID-19 are identified and advanced notification is provided to first responders. The FDOH in Leon County and the hospital infectious disease departments are also communicating high-risk and COVID-19 positive patient information to EMS so a risk assessment of the EMS paramedics and EMTs involved in the care of the patient can be completed and the appropriate work restrictions, if any, can be implemented.

EMS has fit-tested N95 respirators and provided COVID-19 education to all EMS paramedics and EMTs. EMS is one of 10 ambulance services state-wide that is a member of the FDOH Infectious Disease Transport Network (IDTN). Specially trained members of the IDTN have conducted training and assessed equipment readiness in preparation for the possible use of the team during the response to COVID-19.

At the present time, EMS has an adequate supply of PPE to protect EMS members. EMS and the Purchasing Division continue to procure the resupply of PPE through multiple supply chains. The most difficult piece of PPE to currently procure is the N95 respirator. EMS has a current supply of N95 respirators that are being used in accordance with CDC guidance. Consistent with CDC guidance, EMS has developed a contingency plan and supply of alternative respirators should shipments of N95 respirators not be received before the current supply is expended. EMS is also working with Leon County Emergency Management to make requests to the State for PPE resupply.

In conjunction with the Consolidated Dispatch Agency (CDA), 911 calls are screened utilizing the Emerging Infectious Disease Surveillance Tool. The surveillance tool assists in identifying individuals that are potentially sick as a result of the coronavirus and allows for the advanced

notification of first responders of the need for enhanced PPE measures. The screening tool is updated regularly to incorporate FDOH and CDC Guidance.

To further protect EMS members and the community, EMS has been monitoring the health of all paramedics and EMTs. At the beginning of each shift all paramedics and EMTs check their temperature and verify that they do not have a fever, shortness of breath, a new or changing cough or an unexplained sore throat. EMS members that become sick and present with symptoms of COVID-19 are tested for infection of the virus through the FDOH in Leon County.

To protect vulnerable populations, paramedics and EMTs are required to wear standard surgical face masks into all assisted living facilities, skilled nursing facilities, acute long-term care hospitals and other locations with vulnerable populations. When possible, these facilities bring the patient to the entrance of the facility to transfer patient care to EMS which further limits the induction of people into the facility. In addition, non-patient passengers are not being allowed in the ambulance except under specific circumstances and at no time is a sick non-patient passenger allowed to ride in the ambulance. The EMS ride-along program and EMS internship programs have been suspended.

In addition to the local teleconferences discussed earlier in this item, EMS is also participating in teleconferences with the Florida Surgeon General, the FDOH EMS Medical Director, the FDOH EMS Administrator and the State Emergency Operations Center three times per week. To gain the most up-to-date patient care information available, EMS has also been participating in the COVID-19 Clinical Rounds teleconference hosted by the Federal Department of Health and Human Services (HHS), Assistant Secretary for Preparedness and Response (ASPR). The HHS/ASPR teleconference provides a platform for clinicians to share best practices, compare the success of treatment modalities and discuss possible treatment options.

Upon the recommendation of the FDOH and in cooperation with TMH, CRMC, and TFD, a COVID-19, Non-Patient Transport Protocol has been implemented by EMS. Individuals that call for EMS assistance that do not have priority symptoms such as severe respiratory distress, shortness of breath with exertion, or chest pain; that have vital signs within specific limits; and that have a support system are provided at home treatment options. These patients are provided with assistance in obtaining resources and provided with specific instructions to call EMS if they are unable to obtain the necessary resources. This process assists in decreasing the influx of non-critical patients to the hospital's emergency department and decreases the exposure of possible COVID-19 as one paramedic (EMS or TFD), in appropriate PPE, can provide services to the patient. In addition, this process provides improved services to the patient as they are able to obtain the resources they need without being transported to the emergency department.

EMS continues to make contingency plans related to staffing, medical supplies and PPE and will continue to engage community, health care and first responder partners in response to this pandemic. EMS also continues to work with public health and health care providers in the community to develop additional processes and treatment plans for individuals sick with COVID-19. The actions taken by EMS are based on CDC and FDOH guidance, medical standards and best practices. EMS will continue to use these standards as plans are developed to meet the needs of our community. The health and safety of EMS members and of the citizens served will continue to be guiding principles applied to services provided by EMS.

As discussed previously, Leon County EMS is one of ten ambulance services in Florida that is a part of the Florida Infectious Disease Transport Network (FIDTN). The FIDTN teams are specially equipped and trained EMTs and paramedics that provide medical transportation and related services to individuals with infectious diseases. On April 3, the FDOH tasked Leon County EMS with a mission via WebEOC to provide mutual aid assistance at a nursing home that has identified critical needs related to the COVID-19 pandemic in Live Oak, Florida (Suwanee County). The County's EMS team was joined by other elements of the FDOH response including a group of nurses and public health experts. On April 8, FDOH tasked another similar mission to Leon County EMS to assist FDOH and AHCA at the Tallahassee Developmental Center. The Leon County EMS FIDTN team responded to both mission requests with a team of four operational members and one supervisor with one ambulance, one support vehicle, and the team's specialized equipment. Expenses related to both missions are reimbursable through FDOH.

*Coordination with Federally Qualified Health Centers in Leon County:*

Leon County contracts annually with Bond Community Health Center and Neighborhood Medical Center (NMC) to provide primary health, dental, and mental health care services to Leon County residents through the County's Primary Healthcare Program. Bond and NMC are federally qualified health care (FQHC) agencies that provide medical services to low-income residents. As FQHC providers, Bond and NMC receive annual funding from the U.S. Department of Health and Human Services in addition to the funding they receive from Leon County for the services described above.

Currently, as a result of the COVID-19 crisis, Bond and NMC are only providing services to those with the most critical medical needs (such as examinations of pregnant mothers, vaccinations of newborn babies, etc.) and screening and testing for COVID-19 to mitigate the spread of the virus. Services such as wellness check examinations and routine dental procedures have been suspended until further notice. As a result, primary care and dental care patient visits which are reimbursable by Leon County have been minimal over the past few months. The Leon County Health Department is directing people with symptoms of COVID-19, that do not have a primary care physician, to Bond and NMC, which has increased the number of new patients and the volume of services needed. Both entities have also needed to purchase additional personal protective equipment such as gloves, gowns, and face masks, which was not considered in their current budget, and Bond and NMC staff have been assisting the Northwood Mall community testing site which has increased their personnel costs for overtime and hazardous pay as well as the cost associated with processing test results.

As a result, Bond and NMC have submitted a joint letter to the County requesting emergency funding to address the increased clinical demands at their respective health care facilities in response to COVID-19. Additional federal funding, allocated in the recent congressional legislation discussed above, is expected to be provided to FQHCs within the next 60-90 days. However, the Board may wish to consider providing advance funding to both entities in response to their immediate financial need. A separate agenda item for the Board's April 14 meeting provides more detailed information in support of this request.



*Business Outreach and Assistance:*

The COVID-19 pandemic has disrupted several sectors of Tallahassee-Leon County's economy, leading to significant impacts on local businesses and their employees. The Tallahassee-Leon County Office of Economic Vitality (OEV) is responding to the needs of local businesses through a variety of initiatives aimed to mitigate negative local economic impacts and to support our economic resilience.

In coordination with the County Administrator and City Manager, OEV rapidly developed the COVID-19 Economic Disaster Relief Grant Program (CEDR) for proposal to the Blueprint Intergovernmental Agency (IA) Board of Directors to provide immediate assistance to the local small business community. The CEDR program was developed to bridge the gap between federal and state relief programs and quicken economic recovery to sustain local businesses most in need, specifically businesses with less than 50 employees. The IA Board approved the CEDR program at a special meeting on March 25.

The CEDR program provided direct grants of up to \$5,000 to local small businesses on a tiered basis determined by employee count. A CEDR Grant Review Committee was established to immediately begin processing applications expediting the approval and disbursement of assistance to local businesses. In total, 497 grant awards totaling \$1.0 million were awarded to local businesses, which collectively employ nearly 4,600 employees in Leon County. A full report and analysis of the CEDR grant program will be provided by OEV at the April 15 IA meeting. Tallahassee-Leon County was the first community in Florida to create a grant program to support local businesses and other local governments have engaged OEV on developing similar grant programs in their communities.

Additionally, OEV has led several other initiatives to further support local businesses including promotional campaigns; increased information sharing via newsletters, social media, and traditional media; and an ongoing survey of local businesses as summarized below:

- **Business Resource Guide:** A guide developed to provide information on local, state, and federal resources available to businesses in Tallahassee-Leon County. This document is updated regularly to reflect the most accurate resources available.
- **Open for Takeout:** Launched in partnership with TLC-GIS, this interactive map to spotlight businesses remaining open and have updated their service models to provide delivery, take-out, curbside pickup, or drive-up services. Open for Takeout signs have been donated by Target Print and Mail to various local businesses. The Open for Takeout initiative has also supported other collaborative efforts including "Rally for Tally," a local event hosted on March 21 encouraging residents to order and pick up their food from local restaurants and businesses. As of the publication of this agenda item, there have been 28,000+ visits to the "Open for Takeout" site and OEV has assisted over 100+ local restaurants in the community through this initiative.
- **Business Assessment Survey:** To best adapt its ongoing response to the changing needs of local businesses, OEV launched the Business Assessment Survey which has received over 260 responses from local businesses related to revenue and employment impacts, resource needs, and business continuity plans.

*Tourism Industry Support:*

On March 19, the Leon County Division of Tourism hosted a conference call with more than 50 partners to discuss the impact of COVID-19. While it is evident that COVID-19 will have a monumental impact on the tourism and hospitality industry, history has shown the travel and tourism industries to be extremely resilient, especially in Florida. On the conference call, the County's Tourism team shared our actions to date in anticipation of long-term consequences, such as closing the Visitor Information Center, stopping all out-of-market media, and activating our Industry Partner page to share resources and up-to-date information. OEV also provided an update on the call with further business resources that they have been sharing. At this time, the Division of Tourism is hosting similar conference calls with tourism industry partners on a weekly basis. Additional details regarding the impact of COVID-19 to Leon County's tourism industry are provided in a separate agenda item.

*Coordination with Community Human Service Partnership Agencies:*

Throughout the COVID-19 pandemic, Leon County has partnered with Community Human Service Partnership (CHSP) agencies to coordinate available resources to address the evolving needs of the community. Additionally, in partnership with the City of Tallahassee and United Partners for Human Services, the County has conducted a survey to gather information on the impact of COVID-19 on these agencies' current operations and programs and the impact of the crisis on the upcoming two-year CHSP funding cycle (FY 2020-21 and FY 2021-22). Based on the agencies' feedback, COVID-19 has had a significantly adverse impact on the operations and programs of human services agencies in the community. As a result, the Board may wish to allow CHSP agencies the ability to utilize current year County grant funding to address unanticipated COVID-19 related operational needs. A separate agenda item provides more detailed information regarding the operating status of CHSP agencies and recommended strategies to address these agencies' emergency funding needs.

*Coordination with County Constitutional Offices:*

In February, Leon County established a "COVID-19 Organizational Preparedness Team" to undertake a review of organizational protocols, practices and policies and to identify and coordinate necessary changes to protect against the evolving threat of COVID-19. The standing committee is led by Wanda Hunter, the Assistant County Administrator, and includes representatives from each of Leon County's Constitutional Offices, Court Administration, the Public Defender the State Attorney's Office, and other internal County stakeholders. The committee has convened regular conference calls to review current organizational protocols and service delivery methods and deliberate changes that would ensure the continued provision of services and the health of employees across each entity. Committee members have shared best practices to limit public interaction and reduce the chance of viral transmission within their work areas, including approaches taken related to sick leave expansions, telecommuting, and cross training employees. Between regular calls, the Committee continues to share operational updates and general guidance on addressing the impacts of COVID-19 in the workplace through an internal COVID-19 webpage.

*Leon County Detention Facility:*

With the arrival of the coronavirus in the U.S., the Leon County Sheriff's Office has implemented its Pandemic Standard Operating Procedure (SOP) at the Detention Facility. This SOP includes the following strategies directly related to inmates' health and safety at the Detention Facility:

- Closing the lobby to prevent exposure at the main entrance.
- Suspending personal visitation with inmates to prevent exposure inside the facility.
- Medical screening and temperature checks for all non-employees and restricted entry for any individuals with a fever or who are at risk for exposure.
- Temperature checks for all employees prior to entering the building; employees with a fever must be cleared to return by their physician.
- Isolating any inmates exhibiting symptoms in the medical facility for observation and treatment.

In addition, LCSO has inmate trustees assigned to each housing pod to clean their assigned pod each day. Work crews are also constantly sanitizing areas within the Detention Facility. Two reception pods (male and female) have been established for any new incoming inmates, who are housed in these pods for two weeks to ensure no exposure to our current population. New inmates' temperature is checked twice daily by medical staff. When inmates utilize the outside exercise yard, the area is sanitized as much as possible before the next group uses the yard.

With regard to population reduction, in partnership with the State Attorney, Public Defender, and the Judiciary, LCSO is reviewing every inmate to determine whether they can be released as authorized by law or Administrative Order. LCSO reports that they have made significant progress with inmate population reduction, which requires a delicate balance between inmate risk versus the safety of the public. At this time, LCSO has reduced the inmate population by 15%. As a result of these efforts, LCSO has been able to establish a secure quarantine facility separate from the main Detention Center, should such a facility be needed.

*Libraries:*

As discussed earlier in this item, all Leon County library facilities were closed to the public beginning on March 14. However, Library staff continues providing services to the public by telephone at the Main Library, and Leon County libraries continue to offer e-books, audiobooks, and other online offerings to the public. In coordination with Leon County Community and Media Relations, the County has launched a new webpage communicating to citizens that the library is "Always Open" with free online resources and materials including virtual library events hosted through Facebook Live. The County has also suspended all late fees and extended due dates during the closure period.

Library staff continue to implement the recently-launched online library card application process. In order to provide citizens with immediate access to online library resources, Library staff is currently providing new cardholders their library card number via e-mail. Physical library cards will be sent to each new cardholder via postal mail after the public health emergency subsides.

Since the libraries were closed to the public on March 14, over 500 new library cards have been processed with new library card applications received and processed daily.

Consistent with guidelines distributed by the U.S. Institute for Museum and Library Services, all library book returns are emptied on a regular basis during the closure, and all returned physical materials are set aside untouched for 14 days.

*County Operations:*

Over the last month, Leon County has implemented several modifications to County operations, service delivery, and community offerings in an effort to further limit the transmission of COVID-19. During the period of time that County offices and facilities are closed to the public, all Leon County work areas continue to be appropriately staffed to provide essential services through online- and phone-based systems during normal business hours. Some County offices have also made alterations to the delivery of certain services so as to best serve the public safely, including:

- Conducting building inspections remotely through video technology or photographs;
- Providing marked drop boxes and arranging deliveries for secure documents and other paper submittals; and
- Suspending all Mosquito Control day-time hand-fogging operations which require the same types of personal protective equipment that is being prioritized for health care agencies (night-time truck spraying, which does not require the same protective equipment, has continued).

With regard to the County's workforce, the County Administrator has authorized the use of Administrative Leave to ensure that all Leon County employees continue to receive pay during the declared public health emergency. Beginning on March 14, any employee whose work site has been closed and who is not required to report will automatically be granted paid Administrative Leave until County facilities are reopened. In addition, consistent with state, federal, and expert health guidance, many employees have been authorized to work from home while County facilities are closed to the public. This enables the County to continue providing essential services to the public while also reducing the possible transmission of COVID-19. Leon County's Office of Information and Technology (OIT) has supported the implementation of telecommuting by acquiring, repurposing, and deploying resources to provide remote connectivity to the County's network, improved telephone forwarding options, conferencing options for virtual meetings, enhanced internal security of the network, and a sterilized equipment drop-off/pickup process. Teleconferencing solutions have also been established for hosting and broadcasting Commission meetings.

Also, as discussed earlier in this item, Congress passed the "Families First Coronavirus Response Act" (H.R. 6201) on March 14 which included new sick and family leave provisions to assist employees affected by the COVID-19 outbreak. Effective from April 1, 2020 through December 31, 2020, H.R. 6201 requires certain employers including Leon County to provide paid emergency sick leave and emergency family leave for employees who are unable to work or telework for specific reasons related to COVID-19. Qualifying employees are provided up to 80 hours of Emergency Sick Leave based upon their status as full-time or part-time staff as well as paid Emergency FMLA leave for up to an additional 10 weeks.

In order to ensure that employers such as local governments have the workforce needed to respond to the COVID-19 emergency, H.R. 6201 provides that a government entity may opt to exempt emergency responders from the sick and family leave provisions of the bill. The FFCRA defines emergency responders as employees who are necessary for the provision of transport, care, health care, comfort and nutrition of such patients, or others needed for the response to COVID-19. With regard to Leon County Government employees, the defined term includes, but is not limited to, emergency medical technicians, paramedics, emergency management personnel, 911 operators, public works personnel, and others with skills needed to provide aid in a declared emergency. Leon County has exempted personnel who meet the definition of emergency responder from coverage under the FFCRA to ensure the County has the workforce necessary to respond to COVID-19.

For the 418 emergency responder County personnel who are exempt from coverage under the FFCRA, it is recommended that the Board ratify the actions of the County Administrator to authorize Administrative Leave as provided by Section 7.19 of the County's Personnel Policy to these personnel, if needed. Section 7.19 states that the County Administrator is authorized to provide leave when it is "deemed of benefit to the operations of the County government." With ratification by the Board, these employees would be granted up to 100 hours of Administrative Leave paid at the employee's regular rate of pay if they meet one or more of the following criteria:

- The employee has been tested for COVID-19 and is awaiting the test results;
- The employee has tested positive for COVID-19 and is required by the Florida Department of Health to isolate or is otherwise recovering from COVID-19 based upon the medical advice of the employee's treating physician; or
- The employee is a caregiver for a family member who has been tested for COVID-19 and is awaiting the test results or has tested positive for COVID-19 and is required by the Florida Department of Health to isolate.

Alternatively, emergency medical services (EMS) personnel may be eligible for Workers' Compensation upon testing positive for COVID-19, retroactive to being tested for COVID-19 and on leave, based upon guidance recently issued by Florida's Chief Financial Officer. In this case, the employee would receive 66% of their regular rate of pay from Worker's Compensation with the remaining 34% supplemented by Administrative Leave.

If ratified by the Board, this Administrative Leave would only be available during the declared local state of emergency and would not be eligible for payout upon separation of employment or the County's Annual Leave Sell Back program. Accordingly, providing this leave does not create a direct fiscal impact to the County. Human Resources, in coordination with Risk Management will develop a process for employees to submit leave requests and necessary supporting documentation in order to receive Administrative Leave and/or Workers' Compensation as described above.

**Conclusion:**

This status report seeks to provide a summary of Leon County's actions to date in coordination with local, state, and federal partners to prepare for and mitigate the spread of COVID-19, a global crisis unlike any event in the past century. As of the Board's April 14 meeting, Florida and the United States may be nearing the epidemiological peak of the outbreak; the situation is evolving quickly and new information is becoming available each day. Accordingly, representatives from Leon County Emergency Management, the local health care community, and others will participate in the Board's April 14 meeting to present the latest updates and information available.

At this time, the County remains fully engaged with these partner agencies in the community's response to the pandemic and is playing a critical emergency coordination role through Leon County Emergency Management and the Florida Department of Health. As such, this agenda item should not be considered an After-Action Report. Following any large-scale emergency event, Leon County conducts an extensive after-action review to assess its preparedness, response, and recovery activities; to identify strengths and weaknesses in these efforts; and to make recommendations for improvement during future emergencies. The response efforts taken by Leon County in coordination with its partner agencies have been significantly enhanced as a result of the implementation of similar reports compiled following Hurricanes Hermine, Irma, and Michael in three recent, consecutive years. Leon County will conduct a similar, equally thorough assessment at the conclusion of the COVID-19 pandemic.

**Options:**

1. Accept the status report on Leon County's response efforts related to COVID-19.
2. Authorize \$300,000 in funding from the Catastrophe Reserve Fund to support the emergency sheltering plan for the homeless population in Leon County as described in this item.
3. Cancel the April 28 budget workshop, conduct the June 16 workshop as scheduled, and conduct a July 14 workshop (if necessary).
4. Reschedule the Board's September meetings and budget public hearings from September 8 and September 22, 2020 to September 15 and September 29, 2020.
5. Ratify the County Administrator's action to grant up to 100 hours of Administrative Leave to Leon County employees who are health care providers and emergency responders exempt from the leave provisions of the Families First Coronavirus Response Act.
6. Accept the status report on Leon County's response efforts related to COVID-19 and take no further action.
7. Do not accept the status report on Leon County's response efforts related to COVID-19.
8. Board direction.

**Recommendation:**

Options #1- 5

Attachments:

1. Emergency Sheltering Plan for the Homeless Population in Leon County
2. Leon County Policy No. 07-2, "Reserves"
3. Squire Patton Boggs Summary of COVID-19 Legislation in Congress
4. Squire Patton Boggs Detailed Summary of the CARES Act (H.R. 6201)
5. National Association of Counties Letter to U.S. House and Senate Leadership – April 6, 2020
6. State of Florida COVID-19 Response and Executive Orders – April 7, 2020 Update

## **Big Bend Continuum of Care – Leon County Use of Non-Congregate Placements for Homeless Population for COVID-19**

### **Statement of Issue**

Leon County’s homeless emergency shelter capacity has been significantly impacted by COVID-19. To reduce the spread of the virus among the homeless and to mitigate the impact of infection, shelters are complying with the Center for Disease Control guidance of separating beds and cots within congregate settings by 3 feet for healthy individuals and 6 feet for clients affected by respiratory conditions.

Leon County has four (4) emergency shelters designated for the homeless population. As a result of COVID-19 mitigation efforts, they must decrease their capacity from 583 beds to 318 beds, a 45% decrease in emergency shelter capacity:

- Kearney Center Emergency Shelter for Individuals – 365 Beds to 144 Beds (-61%)
- HOPE Community Family Emergency Shelter – 162 Beds/Cots to 139 Beds/Cots (-14%)
- Refuge House Domestic Violence Shelter – 27 Beds to 22 Beds (-19%)
- CCYS Someplace Else Youth Shelter – 18 Beds to 13 Beds (-28%)

Due to the need to reduce the shelter density, Leon County, the City of Tallahassee, Big Bend Continuum of Care have been working with community partners to identify additional congregate spaces for non-symptomatic homeless persons who pass the screening and temperature checks, and non-congregate shelters for vulnerable and/or symptomatic homeless individuals and families.

### **Quarantine and Isolation of Homeless Impacted by COVID-19**

To meet the CDC interim guideline to “confine clients with mild respiratory symptoms consistent with COVID-19 infection to individual rooms”, the Leon County Health Department (LCHD) recommends that the shelters house homeless individuals awaiting results of testing for COVID-19 or who have tested positive for COVID-19 in non-congregate shelters. According to the LCHD, non-congregate sheltering prevents the spread of the virus through the shelter as well as the community.

To meet the guidance of the CDC and recommendation of the LCHD, Leon County, the City of Tallahassee, the Big Bend Continuum of Care, along with the emergency shelters considered areas within the emergency shelters to quarantine and/or isolate those that may be impacted by COVID-19. However, the current design of the emergency shelters limits their capability to quarantine and/or isolate because all have sleeping quarters that are close in proximity and dining halls designed for congregate use. Additionally, maintaining those that must be quarantined and/or isolated at the emergency shelters would be inconsistent with CDC guidelines of minimizing the number of staff that have face-to-face interaction with clients with respiratory symptoms since the emergency shelters have small staff that regularly interact with clients to provide much-needed support.

Due to the limitation of the emergency shelters, the utilization of hotels and apartments are the most appropriate option for the quarantine and isolation of homeless individuals and families awaiting results of testing for COVID-19, are members of a high-risk group, or have tested positive for COVID-19. The following plan outlines our community’s plan to care for this population.



## **Plan for Non-Congregate Shelters for Homeless Individuals and Families**

### **I. Purpose**

This plan is developed in coordination with Leon County (County), the City of Tallahassee (City), the Big Bend Continuum of Care (CoC), the Leon County Health Department (LCHD), and the homeless shelter providers that serve Leon County: the Kearney Center, Big Bend Homeless Coalition - HOPE Community (HOPE), Capital City Youth Services (CCYS), and Refuge House for the housing of homeless individuals and families in non-congregate shelters to prevent the spread of COVID-19.

### **II. Criteria**

- a. Homeless individuals that meet the following criteria may be housed in non-congregate shelters:
  - 1) exhibits symptoms of acute respiratory illness (e.g. fever, cough, or shortness of breath);
  - 2) is awaiting results of testing for COVID-19;
  - 3) has tested positive for COVID-19
  - 4) is a member of a high-risk group that needs social distancing as a precautionary measure, as determined by public health officials, such as people over 65 or with certain underlying health conditions; or
  - 5) has had close contact with an individual who has tested positive for COVID-19 and has been advised by healthcare professionals to self-isolate
- b. Homeless shelter providers may procure and/or provide by non-congregate shelters such as hotels, apartments, and housing units for non-symptomatic individuals and families to meet the Center for Disease Control (CDC) requirement of social distancing and preempt the potential spread of COVID-19 through their facility.

### **III. Plan**

- a. Local partners that may include the County, City, and CoC will negotiate the procurement of hotel rooms and apartments to house homeless individuals that meet one or more of the criteria listed in Section II (a).
- b. Local partners will evaluate the cost, location (i.e. proximity to the shelters and/or medical care), capacity (entire building or a wing/floor), and design of the hotel/apartment (door that opens to the outside, rather than an internal hallway) for non-congregate placements. Furthermore, the confidentiality and safety of Refuge House clients will be considered when evaluating hotels and apartments.
- c. Hotel procurement and negotiations will follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances Guidance and include a termination for convenience clause in contracts.
- d. Security provided either by the Leon County Sheriff's Office, Tallahassee Police Department, or private contractors will be on-site at the non-congregate settings to manage emergencies and safety concerns among the population.

- e. The hotel rooms will be available for clients of Kearney Center, HOPE, CCYS, and Refuge House that meet one or more of the criteria listed in Section II (a).
- f. The CoC in partnership with the County, City, and homeless service providers (Kearney Center, HOPE, CCYS, and Refuge House) shall manage specified areas of logistics for non-congregate shelters procured by local partners. Management of logistics will include coordination and prioritization of homeless individuals and families to be placed from emergency shelters partners to available rooms, establishing procedures for movement (i.e. curfews), coordinating meals and referrals for medical care (medical care may be limited to providing telemedicine resources).

#### **IV. Procedure for Placement in Non-Congregate Shelters**

- a. Homeless shelter providers (Kearney Center, HOPE, CCYS, and Refuge House) in coordination with the LCHD will notify Big Bend CoC when an individual and/or family meets one or more of the criteria listed in Section II (a) and needs placement in a non-congregate shelter. A single Point of Contact will be designated by the Big Bend CoC to manage these activities as related to Refuge House clients.
- b. Big Bend CoC will ensure there is available space in the non-congregate setting and arrange for transportation of the client from the emergency shelter provider to the non-congregate setting through partnering with the City of Tallahassee and the identified transportation provider.
- c. Homeless individuals awaiting tests results for COVID-19 will be housed in a non-congregate until cleared by the LCHD.
  - 1) Homeless individuals will be transported back to the congregate emergency shelter facility setting when cleared by LCHD. Transportation will be coordinated between Big Bend CoC and the City of Tallahassee.
- d. The LCHD will notify specific contacts of each facility of homeless individuals in the non-congregate shelters who have tested positive for COVID-19 and who require immediate public health intervention. The contact person at the shelter will maintain the strict confidentiality of this medical information. Those individuals will remain in isolation in the non-congregate shelter until cleared by the LCHD.
  - 1) The LCHD will perform daily check-ins of homeless clients that have tested positive for COVID-19 to monitor the progress of their health.

#### **V. Non-symptomatic Homeless Individuals and Homeless Families**

Kearney Center, HOPE, CCYS, and Refuge House may procure and/or provide non-congregate shelters such as hotels, apartments, and housing units for non-symptomatic individuals and families to meet the CDC requirement of social distancing and preempt the potential spread of COVID-19 through their facility.

# Board of County Commissioners

## Leon County, Florida

### Policy No. 07-2

Title:	Reserves
Date Adopted:	September 16, 2008
Effective Date:	September 16, 2008
Reference:	N/A
Policy Superseded:	Policy No. 07-2, "Reserves", adopted July 10, 2007; Policy No. 99-3, "Use of Contingency Reserves", adopted November 23, 1999; Policy No. 94-11, "Contingency Reserves and Mid-Fiscal Year Funding Requests from Outside Agencies," September 1994

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that:

Policy No. 07-2, "Reserves", adopted by the Board of County Commissioners on July 10, 2007, is hereby superseded, and a revised policy is hereby adopted in its place, to wit:

#### 1. Emergency Reserves

- a. The general revenue emergency reserves will be maintained at an amount not to be less than 3% and to not exceed 8% of projected general fund and fine and forfeitures fund operating expenditures for the ensuing fiscal year.
- b. A Catastrophe Reserve will be maintained at 2% of the general fund and fine and forfeiture fund operating expenditures for the ensuing fiscal year. The Catastrophe Reserve will provide immediate cash flow for staff overtime, equipment, contractual support and materials/supplies in the event of a natural disaster.

In the event of a declared local state of emergency, the County Administrator is authorized to utilize the Catastrophe Reserve to pay Leon County solid waste and Leon County building/growth fees for eligible residents for the purpose of debris removal and home restoration/reconstruction. To be eligible, residents must demonstrate that all other means (including, but not limited to: FEMA Individual Assistance, property insurance) have been exhausted prior to seeking County assistance.

- c. The reserve for contingency is separate from the reserve for cash balances.
- d. Annually the Board will determine an appropriate amount of reserve for contingency to be appropriated as part of the annual budget. Any funds not included in the budget under this category will be included as part of the unreserved fund balance.

## 2. Reserve for Cash Balances

- a. The County will maintain an annual unappropriated reserve for cash balance at a level sufficient to maintain adequate cash flow and to eliminate the need for short-term borrowing.
- b. The unappropriated fund balance shall be no less than 10% and no greater than 20% of projected general fund and fine and forfeiture fund operating expenditures.
- c. The reserve for cash balance shall be separate from the emergency reserves.
- d. All major funds will retain sufficient cash balances to eliminate the need for short-term borrowing.

## 3. Utilization of Fund Balance

- a. As part of the annual budget process, a determination will be made of the minimum and maximum amounts of fund balance available based on the requirements set forth in Sections 1 and 2.
- b. Funds in excess of the minimums established can be utilized to support one time capital project funding and /or other one-time expenditures to address unforeseen revenue shortfalls.

## 4. Budgeted Contingency Reserve

Budgeted Reserve for Contingency reserves, are established to provide the following:

- a. Funding for authorized mid-year increases to adopted levels of service.
- b. Funding for unexpected increases in the cost of providing existing levels of service.
- c. Temporary and nonrecurring funding for unexpected projects.
- d. Funding of a local match for public or private grants.
- e. Funding to offset losses in revenue caused by actions of other governmental bodies.
- f. Funding to accommodate unexpected program mandates from other governmental bodies.

## 5. Procedures

- a. The County Administrator is authorized to develop forms and procedures to be used by outside agencies or individuals or County agencies in submitting their requests for use of contingency reserves.
- b. County agencies, including County departments and Constitutional Officers, requesting additional funding from the Board shall first submit their requests in writing to the County Administrator for full review and evaluation.
- c. After evaluation, all requests will be brought to the Board for consideration at a regularly scheduled meeting.
- d. Requests for use of reserves for contingency may be approved only by the Board of County Commissioners.

- e. The County's budget will be amended at such time the County Commission, by majority vote, authorizes reserves for contingency. All requests to the County Commission for the use of any reserves for contingency shall be accompanied by a "contingency statement" prepared by OMB showing the year-to-date activity on the reserves account as well as the current account balance and the net effect on the account of approving the use of reserves.

## 6. Evaluation Criteria

- a. The Board will use the procedures and evaluation criteria set forth in this policy. The evaluation of funding requests shall include, but not be limited to the following:
  - ▶ consistency with other Board policy;
  - ▶ the urgency of the request;
  - ▶ the scope of services to be provided;
  - ▶ the short-term and long-term fiscal impact of the request;
  - ▶ a review of alternative methods of funding or providing the services,
  - ▶ a review for duplication of services with other agencies;
  - ▶ a review of efforts to secure non-County funding;
  - ▶ a discussion of why funding was not sought during the normal budget cycle; and
  - ▶ a review of the impact of not funding or delaying funding to the next fiscal year.

## 7. Exceptions

- a. This policy is not intended to limit regular mid-year salary adjustment transfers from the salary adjustment contingency account, which is reviewed separately by the Board of County Commissioners on an annual basis.

# US Policy Prognosis: The Legislative Response to COVID-19

March 2020

With the rapid spread of coronavirus disease 2019 (COVID-19), commonly known as the “coronavirus” or COVID-19, lawmakers are proposing and voting on policies to aid people and industries affected by the virus. Several legislative packages have already been enacted, and our elected officials continue to negotiate bills to assist our communities and economy.

## Enacted into Law

Congress initially reacted to community spread of the virus by swiftly passing a US\$8.3 billion emergency supplemental appropriation ([P.L. 116-123](#)), enacted on March 6 (Phase 1). The emergency appropriation includes funds for states, cities, tribes and territories to prepare for and mitigate the spread of the virus. It also includes funds for federal agencies working on diagnostic tests to identify the virus, therapeutic interventions to reduce its impact and a vaccine to stop coronavirus spread. Funding for specific programs is identified in the [committee summary](#).

Congress immediately transitioned to working on a second bill that it hopes will begin to blunt the economic effects of the virus. [H.R. 6201](#), the Families First Coronavirus Response Act, was enacted on March 18 (Phase 2). The bill includes food safety support needed in the wake of school and business closures; enhanced unemployment insurance benefits; new federal emergency paid leave benefits and refundable tax credits for small businesses to defray the cost of the paid leave; an increase in Medicaid matching funds to support healthcare providers; and policies to ensure that COVID-19 testing is significantly expanded and free to everyone in the US. Additional information can be found in the [committee summary](#).

## Work in Progress

Congress has already started work on a third bill, which would provide economic stimulus in excess of US\$1 trillion in response to the financial fallout related to the pandemic (Phase 3). This package is expected to provide direct economic assistance to families and sectors of the economy impacted by the public health emergency. The Trump Administration is initially working with Senate Republicans to craft the package before negotiating with Democrats on a final version of the legislation expected to become law. Senate Majority Leader Mitch McConnell (R-KY) has assigned a group of senators to lead task forces addressing small business liquidity, financial assistance to Americans, aviation assistance and healthcare as it prepares the economic stimulus bill. Senate Democrats are prioritizing funding to address issues of hospital capacity and the availability of medical supplies (e.g., ventilators, protective masks and other equipment). Leader McConnell has indicated that the Senate will not adjourn until it passes a broad stimulus legislation. The House of Representatives is expected to return from recess to consider the stimulus legislation following Senate approval.

Our Public Policy Team is engaged in all government actions regarding COVID-19. The following are our thoughts on the next steps Capitol Hill may take, in conjunction with Administrative actions, to pass relief legislation.

## Policy Prognosis

### Tax

As announced by Treasury Secretary Steven Mnuchin, Phase 3 is expected to include various tax measures as part of federal stimulus efforts. Among the provisions expected to be included is one that would call for direct payments to American individuals and businesses. While the exact amount of such payments – and likely income/revenue thresholds – have yet to be identified, the goal of this policy is to put money directly into the hands of eligible American taxpayers to ensure they are able to meet their short-term obligations and continue spending to support the economy. Additionally, while it is unclear whether a payroll tax cut will be included in this next phase, it remains among the options the Trump Administration is discussing with congressional Republicans to help with long-term economic recovery.

Beyond this, congressional Democrats have also begun to push that certain policies be considered as part of this next package. For example, House Speaker Nancy Pelosi (D-CA) is urging that Congress consider including refundable tax credits. There will likely be a strong push to include expanded versions of the Child Tax Credit and Earned Income Tax Credit, among others that Democrats have long supported.

Additionally, Secretary Mnuchin has announced that individuals can defer up to US\$1 million of tax liability (US\$10 million for corporations) for up to 90 days. The Administration may also delay the estimated quarterly tax payments (due April 15) that self-employed workers and businesses pay.

### Labor and Employment

Technical corrections to Phase 2 dramatically narrowed the scope of the paid family and medical leave provisions that Speaker Pelosi and Secretary Mnuchin had initially agreed to, angering many in the Democratic Caucus. The bill limited eligibility for employees who miss work to care for a child under 18 if the child’s school or daycare is closed or their child care provider is unavailable due to COVID-19 – eliminating eligibility for those absent (a) based on the order or recommendation of a public official or healthcare provider to stay out of their workplace because, generally, they had contracted or had symptoms of COVID-19 or (b) to care for a family member under similar circumstances.

The sick leave provisions of Phase 2 provide paid sick leave benefits to employees for a variety of COVID-19 related absences, including having symptoms or caring for others with symptoms. Nonetheless, while some groups that lost paid family leave eligibility may be eligible for benefits under the paid sick leave provisions of the bill, Speaker Pelosi appears committed to restoring the paid leave benefits that were cut by the technical corrections bill. She has also prioritized giving sick workers longer periods of leave in the next phase of legislative action.

Under Phase 2, employers will receive a payroll tax credit for the cost of both the paid family and medical leave and paid sick leave benefits required. Small businesses, concerned about cash flow and the cost of paid leave, had hoped that the Senate would address their concerns before voting on the bill and are likely to continue lobbying efforts for relief during the Senate's next legislative efforts. Employers with more than 500 employees are not subject to the paid leave requirements.

## Trade

The coronavirus has caused severe, but widely varying disruptions across the US economy, including increased consumer demand of particular goods, reduced production due to lack of key inputs from abroad or quarantined employees, and dramatic US stock market drops responding to unprecedented levels of uncertainty. While the Trump Administration has imposed travel restrictions, it has been clear these restrictions do not extend to goods, keeping the US open to reciprocal trade. However, companies that rely on cargo shipments normally shipped in the body of passenger planes could face severe impacts as flights to Europe and other parts of the world halt in response to these and other countries' travel restrictions.

Amid this uncertainty, the US business community continues to advocate for relief in Washington DC, be it via additional congressional economic stimulus efforts or additional steps that Congress or the Administration could take to further stabilize the US and global economies. The Administration is reportedly considering proposals to boost foreign investment and US job creation through the EB-5 investor visa program, including by dramatically increasing the number of EB-5 immigrant visas (green cards) offered annually from 10,000 to 75,000 and cutting in half – from US\$900,000 to US\$450,000 – the minimum investment required under the program. Other avenues include the possibility that President Trump could unilaterally lift tariffs and provide an automatic cost savings to manufacturers across the US. Congress could also act on tariff relief without the President's support. Some leaders are also considering relocating manufacturing capabilities long outsourced abroad back within domestic borders. Meanwhile, the global response to the pandemic continues to evolve, but these times are almost certain to have lasting effects on how we do business for many years to come. For a more in-depth analysis of the impact of COVID-19 on trade, please see another client alert [here](#).

## Healthcare

In a presidential election year, where healthcare is polling as the most important issue to voters, the US healthcare system is staring down a global pandemic poised to stress it to its breaking point. Health experts are worried the US is not adequately prepared, pointing to a lack of capacity, supplies and workforce. Over the last two weeks, Congress and Trump Administration officials have kicked their response into high gear in an effort to get ahead of the pandemic. Congress flooded federal health agencies with billions in added funds targeting state and local preparedness and response activities; increases to personal protective equipment in the Strategic National Stockpile; research and development funding for diagnostic tests; therapeutic remedies; and vaccines. The Trump Administration has used emergency authority and new flexibility to dramatically expand access to telehealth services for Medicare beneficiaries; give states authority to approve diagnostic tests; allow certain health plans to waive cost-sharing for coronavirus treatment and testing; and waive other healthcare provider rules.

Two months ago, the healthcare policy debate was focused primarily on whether Congress could reach agreement on a plan to eliminate surprise medical bills and a separate proposal to rein in the cost of prescription drugs. Lawmakers were focused on resolving these differences by May 22, when several other Medicare and Medicaid policies known as "extenders" were intentionally set to expire and a health-related legislative vehicle would be available. Recently, hospitals and insurers pitched in the surprise billing battle announced a truce for care related to coronavirus, allowing both sides to avoid potential bad press that could tip the scales one way or the other. The cost of testing, and potential cost of to-be-developed therapies and vaccines also became hot-button issues, but lawmakers quickly reached an agreement to provide funding for tests and vaccines.

The Senate Democrats' proposal for Phase 3 includes hospital funding for personal protective equipment, respirators and additional beds. The White House is requesting US\$45.8 billion in supplemental funding for agencies to address a surge in confirmed cases, which it says is separate from its stimulus proposal that tops US\$1 trillion. How Congress ultimately addresses the healthcare programs expiring on May 22, and healthcare policy proposals like surprise billing and drug pricing, remains to be seen. Its action will likely be dictated by how the US healthcare system holds up over the next month.

## Travel

In a January 31 [Presidential Proclamation](#), President Trump instituted travel restrictions on non-US citizens coming from China, which he [expanded](#) to Iran on February 29. In a [Presidential Proclamation](#) issued Wednesday, March 11, the Administration expanded travel restrictions to non-US citizens who were physically present within the European Schengen Area. On March 14, President Trump [extended](#) the travel restrictions to foreigners traveling to the US from the UK and Ireland. On March 18, President Trump and Canadian Prime Minister Justin Trudeau [announced](#) a restriction on all non-essential travel between the US and Canada. President Trump has indicated that he will take measures restricting travel along the southern border as well.

On March 16, President Trump released a new set of [guidelines](#) encouraging Americans to avoid discretionary travel.

### Restrictions

At the time of writing, President Trump stated that he was not considering a full national lockdown, although he did state that the Administration may look at lockdowns for coronavirus “hotspots.” Some cities have preemptively ordered restrictions; on March 16, six counties in the Bay Area began a “shelter in place” policy, effectively shutting down the city. New York City Mayor Bill de Blasio stated that city officials are “absolutely considering” similar restrictions.

The Department of Defense issued a memorandum restricting domestic travel for service members, Defense Department employees and family members, effective March 16 to May 11. The restrictions include personal travel, with anything other than “local leave” prohibited.

France, Spain and Italy have restricted non-essential travel. European Union Commission President Ursula von der Leyen announced that the EU will be introducing temporary restrictions on non-essential travel to the EU.

## Transportation

Much of the focus in transportation is on the airline industry, which is facing a sharper economic downturn than seen in the aftermath of 9/11. There are ongoing discussions on Capitol Hill regarding federal relief. Airlines have asked for approximately US\$60 billion in grants, loans and tax relief. Airports have asked for US\$10 billion in Airport Improvement Grants (AIP), along with a program waiver that will allow them to use the emergency AIP grants for operational expenses and debt service payments.

Senate Republicans have already met to discuss a bailout package for the airlines to be included in the third coronavirus bill. Senate Committee on Commerce, Science and Transportation Chairman Roger Wicker (R-MS) indicated his support for both loan guarantees and cash infusions. Secretary Mnuchin is reportedly planning on including money for airlines in the stimulus package the White House is putting together.

Federal relief is not limited to airlines – the American Public Transportation Association, which represents approximately 1,500 public transportation systems across the country, has asked Congress for US\$12.9 billion to help offset lost revenue due to system sanitization.

## Energy

During the convergence of the coronavirus and in response to rapidly declining oil prices driven by the international economic downturn, oil and gas producers are working to ramp down production and overall spending. President Trump announced on March 13, that he had directed the Department of Energy to purchase additional oil to fill the Strategic Petroleum Reserve. Globally, Republican senators sent a [letter](#) on March 16, to Crown Prince Mohammad bin Salman asking Saudi Arabia to slow down their production of oil and gas in an effort to stop prices from continuing to fall.

With regard to the renewable energy sector, as a result of the coronavirus pandemic, the industry is facing supply chain issues, labor shortages and a decrease in global demand. There are concerns that immense layoffs are expected in the coming weeks and the prediction is that jobs are not likely to return even after the coronavirus subsides. Even though some solar panel and wind turbine factories in China have come back into commission, the renewable energy industry is more concerned with the global economic slowdown that has already impacted their sales rather than pure production obstacles. The industry is growing concerned it may not be able to participate in the Investment Tax Credit (ITC), because many of their overseas manufacturing companies have made “force majeure” claims, as COVID-19 has impacted their ability to meet contractual obligations for production on time. While government funding has understandably been dedicated to public health efforts, policymakers may need to begin to consider energy industry assistance.

While the anticipated economic stimulus package is expected to prop up the airline, cruise and hotel industries, there could be an appetite to widen relief to other impacted industries possibly large and small. With the volatility in the oil and gas markets, some suggest relief could instead be contemplated around decarbonization and transitioning to more sustainable low-carbon energy sources that are not subject to impulses of cartels. Measures that would provide relief to the renewable energy industry for consideration could revolve around extensions of solar and wind tax credits, changes to safe harbor and commence construction provisions, and related financial measures to alleviate tax equity tightening that is threatening the industry.



## Education

The Department of Education, Centers for Disease Control and Prevention (CDC), and grant-giving agencies, such as the National Institutes of Health and National Science Foundation, are working to support college campuses. The CDC issued [“Interim Guidance for Administrators of US Institutions of Higher Education \(IHEs\)”](#) on March 2, describing ways to help stop the spread of COVID-19, including the implementation of emergency operation plans and the development of information-sharing systems with partners such as local health departments.

On March 5, the Office of Postsecondary Education issued [“Guidance for Interruptions of Study Related to Coronavirus \(COVID-19\).”](#) The guidelines provide broad approval to these institutions to shift classes online to accommodate students temporarily during the outbreak. In addition, the department is permitting accreditors to waive their standard distance education requirements for students who were enrolled in classes where their attendance was disrupted due to COVID-19.

There is concern about the economic impact of COVID-19 on those with student loans. On March 13, President Trump announced that he would suspend the collection of interest accrued on all federal student loans until further notice, in response to the coronavirus pandemic. Over 42 million Americans owe more than US\$1.5 trillion in outstanding federal student loans. President Trump did not detail who would qualify for the interest freeze, or how borrowers could access the benefit, but some lawmakers are pushing for student loan forgiveness as part of the next coronavirus stimulus package. The Office of Management and Budget requested US\$40 million for higher loan servicing costs and increased consultation to borrowers about their repayment options in its emergency supplemental package released March 18. Lawmakers have also introduced several bills aimed at supporting higher education students whose semesters were disrupted by the unexpected closures, including by exempting students from having to pay federal financial aid secured for semesters disrupted by the COVID-19 outbreak.

## How We Can Help

We have created a Coronavirus Task Force composed of multijurisdictional, multidisciplinary practitioners with legal, policy, regulatory, industry and sector experience and insight. Many on the team have weathered past crises on a global scale and have a deep understanding of the complexities faced by businesses navigating unforeseen, disruptive and potentially detrimental circumstances. We help clients with sound advice and guidance to overcome challenges, minimize risks and build resilience, in order to maintain business continuity or get back to normal operations as quickly as possible. We are uniquely positioned – on substance and strategic locations around the world – to provide practical advice and support services. For additional information, guidelines, advisories and resources, please visit our [Coronavirus COVID-19 resource hub](#).

## Contacts

Please contact our Public Policy Leadership with any questions on this publication.

### **John B. Breaux**

Senior Counsel, Washington DC  
T +1 202 457 5290  
E [john.breaux@squirepb.com](mailto:john.breaux@squirepb.com)

### **Trent Lott**

Senior Counsel, Washington DC  
T +1 202 457 5290  
E [trent.lott@squirepb.com](mailto:trent.lott@squirepb.com)

### **Edward Newberry**

Global Manager Partner- Public Policy, Investigatory and Regulatory Solutions, Washington DC  
T +1 202 457 5285  
E [edward.newberry@squirepb.com](mailto:edward.newberry@squirepb.com)

### **Robert Kapla**

Partner, Washington DC  
T +1 202 457 6192  
E [robert.kapla@squirepb.com](mailto:robert.kapla@squirepb.com)

# Memo

**From:** Squire Patton Boggs (US) LLP  
**Date:** March 28, 2020  
**Subject:** CARES Act (CV III) Funding Opportunities

This memorandum highlights funding opportunities for local governments and relevant stakeholders that were provided in the third COVID-19 stimulus package signed by the President on Friday, March 27.

CORONAVIRUS RELIEF FUND .....2  
AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES.....3  
    U.S. Department of Agriculture (USDA)  
    Food and Drug Administration (FDA)  
COMMERCE, JUSTICE, SCIENCE, AND RELATED AGENCIES .....4  
    Department Of Commerce  
    Department Of Justice  
ENERGY AND WATER DEVELOPMENT .....5  
    Department Of Army: U.S. Army Corps of Engineers  
    Department Of Interior: Bureau of Reclamation  
    Department Of Energy  
FINANCIAL SERVICES AND GENERAL GOVERNMENT.....6  
    Election Assistance Commission  
    Federal Communications Commission  
    Small Business Administration (SBA)  
HOMELAND SECURITY .....8  
    Department Of Homeland Security  
LABOR, HEALTH AND HUMAN SERVICES, EDUCATION, AND RELATED AGENCIES.....9  
    Department Of Labor  
    Department Of Health And Human Services (HHS)  
    Centers for Disease Control and Prevention (CDC)  
    National Institutes of Health (NIH)  
    Substance Abuse and Mental Health Services Administration (SAMHSA)  
    Centers for Medicare and Medicaid Services (CMS)  
    Administration for Children and Families (ACF)  
    Administration for Community Living  
    Department of Education  
    Corporation for Public Broadcasting  
    Social Security Administration (SSA)  
TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT, AND RELATED AGENCIES .....16  
    Department Of Transportation  
    Department of Housing and Urban Development (HUD)  
ARTS AND HUMANITIES .....20  
    National Endowment for the Arts  
    National Endowment for the Humanities  
    Institute of Museum and Library Services

45 Offices in 20 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit [squirepattonboggs.com](http://squirepattonboggs.com) for more information.

## Coronavirus Relief Fund

### Coronavirus Relief Fund

The CARES Act appropriates **\$150 billion** to the U.S. Treasury for the Coronavirus Relief Fund, which will provide aid to States, Indian tribes, territories and units of local government for necessary expenditures incurred due to the COVID-19 public health emergency.

Treasury has 30 days from enactment of the law to distribute funds to each State, tribal government, territory, and eligible unit of local government. We anticipate Treasury will develop and release guidance on the Fund in the coming days that will provide detail on how the local allocations will be determined.

Of the \$150 billion:

- \$8 billion is reserved for Indian tribes.
- \$3 billion is reserved for the District of Columbia, Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.
- The remaining \$139 billion will be allocated to the 50 States proportionally based on their share of the U.S. population (excluding the District of Columbia and other U.S. territories), with each State receiving no less than \$1.25 billion.

Population data will be determined based on the most recent year for which it is available from the Bureau of the Census. There is some uncertainty as to whether Treasury will use information from the 2010 Census or 2018 American Community Survey data. We expect this will also be clarified in forthcoming guidance from Treasury, but we anticipate it will be ACS data as that is the most accurate and up to date data.

Of each State's apportionment, 45 percent will be further distributed to units of local government, defined as: a county, municipality, town, township, village, parish, borough, or other unit of general government below the State level with a population that exceeds 500,000. Local government allocations will equal the quotient of the population of the unit of local government and the total population of the State in which it is located. The states would retain any remaining funds.

To receive funds, eligible local governments must apply directly to Treasury and the Chief Executive must certify that the funds will be used to cover costs that:

- were incurred due to the public health emergency with respect to COVID-19;
- were not accounted for in the budget most recently approved as of the date of enactment<sup>1</sup>; and
- were incurred during the period from March 1, 2020 to December 30, 2020.

---

<sup>1</sup> We encourage local governments to clearly identify or separately code expenditures that are related to COVID-19 as such, particularly if funds are being transferred from the general budget to cover these expenses.

## **Agriculture, Rural Development, Food and Drug Administration, and Related Agencies**

### **U.S. Department of Agriculture (USDA)**

The bill includes more than \$34 billion for USDA agencies to continue to respond to the coronavirus. With estimates suggesting the coronavirus pandemic will increase the overall need for strong, domestic nutrition assistance for children and low-income individuals and families, the bill provides approximately \$25 billion in emergency funding for food assistance programs, including the Supplemental Nutrition Assistance Program (\$15.5 billion), Child Nutrition Programs (\$8.8 billion), and the Commodity Assistance Program (\$450 million). The bill also provides \$9.5 billion for coronavirus-impacted agricultural producers, including those supplying farmers markets, restaurants, and schools, growing specialty crops, and raising livestock. Statistics show some of the highest coronavirus mortality rates are associated with the elderly population. To support “social distancing” techniques, the bill allows home-delivered food services to be provided to seniors who choose to remain in their homes due to coronavirus concerns. The bill also allows for certain nutrition requirements to be waived for seniors during the coronavirus public health emergency to ensure continued access to meals regardless of the current availability of certain food products.

As the coronavirus pandemic has created widespread concerns about the safety and availability of food, the bill provides multiple USDA agencies responsible for the safety of the nation’s food supply with emergency funds to support temporary and intermittent workers, relocation of inspectors, and overtime costs as necessary in responding to the coronavirus.

The bill supports rural communities by providing emergency funds to help ensure access to broadband, and to support distance learning and telemedicine. The bill also includes funding to support up to \$1 billion in business and industry loans.

The bill also increases borrowing authority for the Commodity Credit Corporation by \$14 billion.

### **Food and Drug Administration (FDA)**

The bill provides \$80 million for the FDA to fund activities related to drug shortages, advanced manufacturing for medical products, monitoring of medical product supply chains, emergency use authorizations, and work related to medical countermeasures and vaccines.

## Commerce, Justice, Science, and Related Agencies

### **Department Of Commerce**

The CARES Act provides \$1.9 billion to the Department of Commerce. The largest component of this is \$1.5 billion for the Economic Development Administration to provide grants to communities to help offset some of the economic downturn caused by COVID-19.

### **Department Of Justice**

The CARES Act includes \$1 billion for the Department of Justice, including \$850 million for the Byrne JAG Grant Program, which would be distributed using the 2019 formulas. It also includes a provision lifting funding restrictions for “sanctuary cities.” These funds can be used for law enforcement overtime, purchase of personal protective equipment and supplies for law enforcement, and medical supplies for inmates.

## Energy and Water Development

### **U.S. Army Corps of Engineers**

The supplemental includes \$70 million for the U.S. Army Corps of Engineers to provide additional equipment, licenses, and IT support to continue and improve teleworking capabilities for staff.

### **Bureau of Reclamation**

The supplemental includes \$20.6 million for the Bureau of Reclamation to provide additional equipment, licenses, and IT support to continue and improve teleworking capabilities for staff.

### **Department Of Energy**

- **Funding**
  - Provides **\$99.5 million** in additional funds for the Office of Science and National Nuclear Security Administration.
  - Provides **\$28 million** in additional funds for Departmental Administration, including for expenses related to supporting remote access for personnel.
  - Provides **\$3.3 million** in additional funds for the Nuclear Regulatory Commission to prepare for and respond to the coronavirus pandemic.

## Financial Services and General Government

### **Election Assistance Commission**

The CARES Act provides \$400 million for Election Security Grants, which will be provided to states in order to manage their role in the 2020 election cycle. The legislation includes reporting requirements stipulating that states receiving funds must provide Congress and the Election Assistance Commission a full accounting of how it spends its appropriated funds. Further, any unused funds must be returned to the Treasury Department by December 31, 2020.

### **Federal Communications Commission**

The CARES Act provides \$200 million to the Federal Communications Commission for acquisition of the necessary equipment for and the provision of telehealth services.

### **Small Business Administration (SBA)**

The Senate-passed stimulus bill includes nearly \$380 billion for economic relief for small businesses, non-profits, and veterans' organizations.

- **Funding:**
  - \$350 billion in forgivable loans through a paycheck protection program
  - \$10 billion to the Economic Injury Disaster Loan (EIDL) program
  - \$17 billion for loan subsidies
  - \$675 million for SBA salaries and expenses
  - \$240 million for small business development centers and women's business centers
  - \$25 million for resource partner associations
  - \$10 million for minority business centers
  
- **Key Provisions:**
  - Paycheck Protection Program (\$350 billion): The bill allows the SBA to administer forgivable loans of up to \$10 million to eligible entities that maintain payroll during the emergency period (February 15 – June 30).
    - Eligible entities: businesses, startups, nonprofits, and veterans organizations with 500 employees or less; sole proprietorships; and independent contractors.
    - Uses of forgivable loans: paid sick, medical, and family leave; employee salaries (under \$100,000); mortgage payments; and other debt obligations.
  - Expansion of existing Economic Injury Disaster Loan (EIDL) program (\$10 billion): The bill expands SBA's existing EIDL program. Eligible entities may receive up to \$2 million in low-interest, long-term loans to make up for economic disruption due to COVID-19.
    - Eligible entities: businesses, startups, nonprofits, veterans' organizations, tribal businesses, cooperatives, and Employee Stock Ownership Plans with 500 employees or less; sole proprietorships; and independent contractors.
    - Uses of loans: fixed debts; payroll; accounts payable; and other bills that cannot be paid due to COVID-19 disruptions.

- **Policy Highlights:**

- Under the EIDL program, entities are eligible for an emergency advance loan of up to \$10,000 with no requirement for repayment, even if the overall EIDL application is rejected.
- Senate-passed legislation conveys the Senate's intent that the SBA prioritize loan applications from rural or underserved markets, including veterans and members of the military community, and small business concerns owned and controlled by socially and economically disadvantaged individuals.



## Homeland Security

### Department Of Homeland Security

The CARES Act provides the following funds to the Department of Homeland Security:

- **\$100 million - Transportation Security Administration (TSA)**. This funds the cleaning and sanitization of airport checkpoints and other common areas, as well as overtime, travel costs, and materials to detect explosives.
- The CARES Act includes **\$45.4 billion** to Federal Emergency Management Agency (FEMA), to be disbursed as follows:
  - **\$45 billion** for the Disaster Relief Fund, of which \$25 billion is for major disasters (Stafford Act) and \$15 billion is for purposes authorized under the emergency supplemental.
  - **\$400 million** for Federal Assistance, to be divided as follows:
    - **\$100 million** for Assistance to Firefighters Grants for the purchase of personal protective equipment and related supplies, including reimbursements;
    - **\$100 million** for Emergency Management Performance Grants; and
    - **\$200 million** for the Emergency Food and Shelter Program.

The CARES Act also requires DHS to delay the implementation of the REAL ID Act of 2005, which requires individuals to obtain federally REAL ID compliant forms of identification to pass FAA security checkpoints or enter federal buildings. In advance of final passage of the CARES Act, Acting DHS Secretary Chad Wolf has [delayed enforcement](#) of REAL ID until October 1, 2021.

## Labor, Health and Human Services, Education, and Related Agencies

### Department Of Labor

- **Funding:**
  - The bill includes \$345 million for the Dislocated Workers Assistance Reserve Program, which is administered through the Employment and Training Administration.
  - The bill includes \$15 million for “Departmental Management,” including to enforce worker protection laws and regulations, to “prevent, prepare for, and respond to coronavirus.”
- **Uses:**
  - The Dislocated Workers Assistance Reserve Program funds may be used to replace grant money previously obligated to the impacted areas.
  - The Secretary is authorized to transfer Departmental Management funds to other DOL divisions including the Employee Benefits Security Administration, Wage and Hour Division, Occupational Safety and Health Administration, and program administration for the Employment and Training Administration.
  - \$1 million of the Departmental Management funds are set aside for the Office of Inspector General for oversight activities of the funds being allocated.

### Department Of Health And Human Services (HHS)

The final stimulus bill includes \$140.4 billion for HHS programs and agencies.

#### Office of the Secretary

The majority of the emergency supplemental appropriations provided in the final stimulus bill for HHS programs is dedicated to the Public Health and Social Services Emergency Fund (PHSSEF), administered by the Assistant Secretary for Preparedness and Response (ASPR).

- **Funding:**
  - Provides **\$100 billion** for health care providers to reimburse eligible providers, through grants or other to-be-determined mechanisms, for health care related expenses or lost revenue attributable to the coronavirus
    - “**Eligible health care providers**” means “public entities, Medicare or Medicaid enrolled suppliers and providers, and such for-profit entities and not-for-profit entities not otherwise described [determined by the HHS Secretary] that provides diagnoses, testing, or care for individuals with possible or actual cases of COVID-19.”
    - Applications will be considered and funds will be distributed on a rolling basis; payments may be issued as a pre-payment, prospective payment, or retrospective payment.
      - Application submitted by provider must include a statement justifying the need of the provider.
    - Funds may be used for:
      - The building or construction of temporary structures;
      - Leasing of properties;

- Medical supplies and equipment including personal protective equipment (PPE) and testing supplies;
- Increased workforce and trainings;
- Emergency operation centers;
- Retrofitting facilities; and
- Surge capacity.
- The HHS Office of Inspector General (OIG) is required to produce a report on audit findings with respect to this program three years after the final payment is made.
- Within 60 days of enactment (and every 60 days thereafter until funds are expended), the HHS Secretary must produce a report on the obligation of funds provided, summarized by the state in which providers are located.
- Provides **\$27 billion** in additional funding to the PHSSEF
  - May be used to develop and demonstrate innovations and enhancements to manufacturing platforms to support preparedness and response capabilities
  - Includes **\$16 billion** for the Strategic National Stockpile and **\$11 billion** to purchase vaccines, therapeutics, diagnostics, and other preparedness and response needs;
    - With **\$3.5 billion** for the **Biomedical Advanced Research and Development Authority** to advance construction, manufacturing, and the purchase of vaccines and therapeutic deliveries;
  - **\$250 million** for the **Hospital Preparedness Program**;
  - Funds may be used to reimburse the Department of Veterans Affairs (if necessary - determined by the HHS Secretary);
- Provides **\$275 million** to the PHSSEF available through FY 2022:
  - **\$180 million** for the Health Resources and Services Administration (HRSA) Rural Health program to carry out telehealth and rural health activities;
  - **\$90 million** for the HRSA **Ryan White HIV/AIDS Program** for modifications to existing contracts and to supplement existing grants and cooperative agreements; and
  - **\$5 million** for HRSA Health Care Systems to improve the capacity of **Poison Control Centers** to respond to increased calls.
- Provides the Health Centers Program **additional flexibility** by deeming any workforce maintenance or increase in capacity a cost of prevention, diagnosis, and treatment of the coronavirus.

### Centers for Disease Control and Prevention (CDC)

The final stimulus bill includes \$4.3 billion for CDC programs focused on public health preparedness and response, enhanced nationwide surveillance, diagnostics, and laboratory support, and additional funds to aid the global response.

- **Funding:**
  - Provides **\$1.5 billion** to fund additional **Public Health Emergency Preparedness (PHEP) Cooperative Agreements** with states, four metropolitan areas (Los

Angeles, Chicago, New York City, and the District of Columbia), territories, and tribes

- Every PHEP grantee will receive at least 100 percent of its FY 2019 award
- Provides **additional flexibility** to use funds for grants for the rent, lease, purchase, and acquisition of non-federally owned facilities **in addition to flexibility** to fund grants for construction, alteration, or renovation of non-federally owned facilities to improve preparedness and response capability at the state and local level allowed under the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123);
- Provides **\$500 million** for CDC's global disease detection and emergency response
- Provides **\$500 million** to modernize CDC's public health data surveillance and analytics infrastructure
- Provides **\$300 million** for the Infectious Diseases Rapid Response Reserve Fund
  - Requires a biweekly report to be submitted to the House and Senate Appropriations Committees that details commitment and obligation information for the Reserve Fund for a year after enactment.

### **National Institutes of Health (NIH)**

The final stimulus bill provides NIH \$945.5 million spread across several institutes to fund actions related to COVID-19.

- **Funding:**
  - Provides **\$706 million** to the National Institute of Allergy and Infectious Diseases (NIAID), including:
    - **\$156 million** for the study of, construction of, demolition of, renovation of, and acquisition of equipment for vaccine and infectious disease research facilities (including the acquisition of real property).
  - Provides **\$103.4 million** to the National Heart, Lung, and Blood Institute
  - Provides **\$60 million** to the National Institute of Biomedical Imaging and Bioengineering
  - Provides **\$36 million** for the National Center for Advancing Translational Sciences
  - Provides **\$30 million** for the NIH Office of the Director
  - Provides **\$10 million** for the National Library of Medicine

### **Substance Abuse and Mental Health Services Administration (SAMHSA)**

The final stimulus bill provides SAMHSA \$425 million to address a potential increase in mental health and substance use disorders stemming from social distancing measures utilized to slow the global pandemic.

- **Funding:**
  - Provides **\$250 million** for Certified Community Behavioral Health Clinic Expansion Grant program to increase access to mental health services
  - Provides **\$100 million** for SAMHSA Emergency Response Grants
  - Provides **\$50 million** for suicide prevention programs
  - Provides **\$15 million** for tribes, tribal organizations, urban Indian health organizations, or health or behavioral health service providers to tribes

### Centers for Medicare and Medicaid Services (CMS)

The final stimulus bill provides CMS \$200 million, available through the end of FY 2023, for program management, including **\$100 million** for expenses related to infection control surveys of facilities like nursing homes that are particularly vulnerable to severe illness from COVID-19.

### Administration for Children and Families (ACF)

The final stimulus bill provides ACF \$6.3 billion to support states in providing assistance to childcare providers and support health care workers, first responders, and other essential workers' childcare needs.

- **Funding:**

- Provides **\$3.5 billion** for the Child Care and Development Block Grant (CCDBG), available through FY 2022, to supplement state, territory, and tribal funds for child care assistance for low-income families.
  - Funds may be used to provide continued payments to providers experiencing decreased enrollment or closures to ensure those providers are able to remain open or reopen as appropriate
  - Encourages grantees to place conditions on payment to child care providers that ensure the providers use a portion of the funds received to continue to pay their workers
  - Grantees may also use funds provided to assist health care sector employees, emergency responders, sanitation workers, and other “essential” workers in obtaining child care support without regard to normal income eligibility requirements
  - Funds may also be used to restore amounts already expended in response to the emergency
- Provides **\$1 billion** for the Community Services Block Grant
  - Allows carryover into the next two fiscal years for expenditures consistent with the program’s purpose
  - Increases amount states may apply for from 125 percent to 200 percent
- Provides **\$900 million** for the Low-Income Home Energy Assistance program
- Provides **\$750 million** for grants to all Head Start programs without impacting “base grant” calculations
  - **\$500 million** of which to be used for operating supplemental summer programs through non-competitive grant supplements based on grantees determined “most ready” to operate those programs by the Office of Head Start
- Provides **\$45 million** for Family Violence Prevention and Services formula grants
  - No matching requirements
  - May be used to provide temporary housing and assistance to victims of family, domestic, and dating violence
- Provides **\$45 million** for Child Welfare Services under Title IV of the Social Security Act
  - No matching requirements

- No reduction in federal financial participation because of the additional funds provided
- Provides **\$25 million** under the Runaway and Homeless Youth Act to supplement existing funds
  - No matching requirement
- Provides **\$2 million** for the National Domestic Violence Hotline

### **Administration for Community Living (ACL)**

The final stimulus bill provides ACL \$955 million, including funds for certain Older Americans Act (OAA) programs.

- **Funding:**
  - Provides **\$820 million** for OAA programs, including:
    - **\$500 million** for nutrition services like the meals-on-wheels program;
    - **\$200 million** for home and community-based supportive services;
    - **\$100 million** for elder justice programs; and
    - **\$20 million** for elder rights protection activities.
  - Provides **\$85 million** for centers for independent living
  - Provides **\$50 million** for aging and disability resource centers
  - Funding will be 100 percent provided by the federal government

### **Department of Education**

The bill provides \$30.9 billion to the Department of Education and relaxes statutory requirements in an effort to provide elementary and secondary schools, as well as institutions of higher education, with more flexibility to respond to the coronavirus. First, the legislation would allow the Department of Education to waive statutory or regulatory requirements for a state educational agency related to assessments and accountability and reporting requirements in those areas, to provide states and schools with more flexibility. The bill directs the Secretary of Education to make Emergency Education Relief grants to the governor of each state with an approved application, to be allocated to each state based on population of children.

In higher education, the bill waives the institutional matching requirement for campus-based aid programs. The bill allows institutions to award additional Federal Supplemental Educational Opportunity Grants (FSEOG) to students impacted by the coronavirus, and allows institutions to issue Federal Work-Study payments, as a lump sum or in payments, to students unable to work due to the coronavirus. The bill also allows institutions to transfer unused work-study funds to be used for supplemental grants. Students who drop out of school as a result of the coronavirus will not be required to return Pell Grants or federal student loans.

Student loan payments, principal, and interest would be deferred for six months under the bill, through September 30, 2020. Under the legislation, a company could pay up to \$5,250 of an employee's student loan payments each year on a tax-free basis. The legislation also provides flexibility for grant recipients, in order to allow resources to be devoted to COVID-19 efforts. For example, the Secretary of Education could waive certain outcome requirements for FY 2021 grant programs for Historically Black Colleges and Universities (HBCUs) and Minority Serving Institutions (MSIs) under the bill. HBCUs and MSIs could also request waivers for financial matching requirements and grant programs. The legislation authorizes the Secretary to defer

payments on current HBCU Capital Financing loans during the national emergency period. Additionally, the Secretary could waive or modify allowable uses of funds for institutional grant programs such as TRIO, GEAR UP, Title III, Title V, and sections of Title VII.

Finally, teachers who could not finish their year of teaching service as a result of the coronavirus could count their partial year of service as a full year of service toward TEACH grant obligations or Teacher Loan Forgiveness under the bill. These teachers would also no longer be required to serve consecutive years of teaching service for Teacher Loan Forgiveness eligibility, if the interruption is due to COVID-19.

- **Funding:**

- \$30.9 billion for the Department of Education
- Education Stabilization Fund
  - \$13.5 billion in the elementary and secondary school emergency relief fund, to provide formula funding directly to states to help K-12 schools respond to coronavirus and related school closures, meet the immediate needs of students and teachers, improve the use of education technology, support distance education, and make up for lost learning time
  - \$14.25 billion in the higher education emergency relief fund, to provide targeted formula funding to institutions of higher education, MSIs, and HBCUs to directly support students and institutions facing urgent needs related to coronavirus
  - \$3 billion in emergency education relief grants, to provide flexible formula funding to the governor of each state, based on the needs of their elementary and secondary schools and their institutions of higher education
- \$100 million in targeted funding for Project SERV, for elementary and secondary schools and institutions of higher education to respond to the immediate needs of coronavirus and the effect on students, including to help schools clean and disinfect affected facilities, and assist in counseling and distance learning
- \$40 million for the Student Aid Administration, for administrative expenses to support changes to student aid programs (both those carried in the bill and those made administratively) to help students and borrowers
- \$7 million for the Office of Inspector General, for audit and oversight of activities funded in the bill
- \$750 million for grants to all Head Start programs
- \$69 million for schools funded by the Bureau of Indian Education
- \$5 million for health departments to provide guidance on cleaning and disinfecting schools and day care facilities
- \$25 million for distance learning, telemedicine, and broadband to support rural communities' access to telecommunications-enabled information, audio, and video equipment, as well as related advanced technologies for students, teachers, and medical professionals

- **Uses:**

- Emergency education relief grants may be used to:
  - Provide emergency support through grants to local educational agencies that the state educational agency deems have been most significantly impacted by coronavirus;

- Provide emergency support through grants to institutions of higher education serving students within the state that the governor determines have been most significantly impacted by coronavirus, to support the ability of such institutions to continue to provide educational services and support the ongoing functionality of the institution; and
- Provide support to any other institution of higher education, local educational agency, or education related entity within the state that the governor deems essential for carrying out emergency educational services to students.
- Funding under the higher education emergency relief fund may be used to cover any costs associated with significant changes to the delivery of instruction due to the coronavirus, so long as such costs do not include: payment to contractors for the provision of pre-enrollment recruitment activities; endowments; or capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship. Institutions of higher education must use no less than 50 percent of such funds to provide emergency financial aid grants to students for expenses related to the disruption of campus operations due to the coronavirus (including eligible expenses under a student's cost of attendance, such as food, housing, course materials, technology, health care, and child care).
- Entities receiving money from the stabilization fund shall, to the greatest extent practicable, continue to pay their employees and contractors during the period of any disruptions or closures related to the coronavirus.

### **Corporation for Public Broadcasting**

- **Funding:**
  - \$75 million to support public telecommunication entities, especially small and rural stations

### **Social Security Administration (SSA)**

- **Funding:**
  - \$300 million for administration expenses
- **General Provisions:**
  - Social Security retirement and disability allocations will not affect an individual's eligibility to receive the \$1,200 direct supplemental payments.



## Transportation, Housing and Urban Development, and Related Agencies

### Department Of Transportation

#### Airports

The final stimulus bill includes the Senate provisions for airports plus the House provision requiring worker retention.

- **Funding:**
  - Provides \$10 billion for airports
  - Apportions \$7.4 billion in the following manner: 50 percent based on an airport's 2018 enplanements as a percentage of total 2018 enplanements for all commercial service airports, and 50 percent based on 2018 debt service as a percentage of the combined debt service for all commercial service airports and the ratio of unrestricted reserves to their respective debt service
  - Apportions \$2 billion using AIP formula
  - Funds are for "any purpose for which airport revenues may lawfully be used"
  - Provides a 100 percent federal share
  - Provides \$500 million to increase the federal cost share of airport grants for already apportioned FY 2020 funding to 100 percent
  - Includes a requirement that a grantee maintain 90 percent of its workforce through December 31, 2020, although the Secretary of Transportation can grant a waiver as a result of economic hardship or if the requirement reduces aviation safety and security

#### Transit

The bill includes \$25 billion for transit agencies. Funds are available for operating expenses to "prevent, prepare for, and respond to coronavirus," including reimbursement for operating costs to maintain service and lost revenue, the purchase of personal protective equipment, and payment for administrative leave of operations personnel due to reductions in service. The funds will be allocated among the urbanized area grants, grants for rural areas, state of good repair, and growing states and high-density grant programs in the same ratio as FY 2020 appropriations, and then distributed using apportionment formulas used in each program. Funds will be apportioned within seven days of enactment. The federal cost share is 100 percent.

## **Department of Housing and Urban Development (HUD)**

The third stimulus bill includes \$5 billion for the Community Development Block Grants (CDBG).

- **Funding:**
  - Provides **\$2 billion** direct allocation to states and local governments through the regular program formula (all grantees that received a CDBG allocation in FY20 will receive this funding). HUD must allocate the funds within 30 days of enactment of the bill.
  - Provides **\$1 billion** to states based on a new formula (public health needs, risk of transmission of coronavirus, number of coronavirus cases compared to the national average, economic and housing market disruptions, and other factors determined by HUD)
    - States will allocate the funds to entitlement/non entitlement communities
    - HUD must allocate the funds within 30 days of enactment of the bill
  - Provides **\$2 billion** to be allocated directly to states and local governments via a new formula to be developed by HUD (prioritizing risk of transmission of coronavirus, number of coronavirus cases compared to the national average, and economic and housing market disruption resulting from coronavirus). The funds will be used to cover or reimburse allowable costs incurred by a state or locality regardless of the date on which the costs were incurred.
  - Allocations will be made on a rolling basis
- **Uses:**
  - Prevent, prepare for, and respond to the coronavirus
- **Provisions Related to the \$5 Billion CDBG Allocation:**
  - Extends the deadline for submission of the FY 2019 and FY 2020 consolidated plan/action plans. Due date is now **August 16, 2021**.
  - Suspends the 15 percent cap on public services
  - Suspends in-person public hearings; allows grantees the option of holding virtual hearings.
  - Allows HUD to waive further program requirements (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment).

The third stimulus bill also includes \$4 billion for Homeless Assistance Grants.

- **Funding**
  - \$2 billion allocated through the regular program formula to all grantees that received funding in FY20 within 30 days of enactment of the bill.
  - \$2 billion allocated to states and local governments to areas with the greatest need via a formula to be developed by HUD (risk of transmission of coronavirus, high numbers or rates of sheltered homeless, and economic and market conditions) within 90 days.
  - Very low-income individuals and families (30% or less of AMI) at risk of homelessness are eligible for homelessness prevention assistance
  - HUD must allocate the funds within 90 days

- **Uses**
  - Prevent, prepare for, and respond to the coronavirus among individuals and families who are homeless or receiving homeless assistance and homelessness prevention activities. Funds may be used to cover or reimburse allowable costs incurred by states/local governments to prevent, prepare for, and respond to the coronavirus incurred prior to enactment of this measure.
  
- **Provisions Related to the \$4 Billion Allocation**
  - Allows recipients to deviate from regular procurement standards when procuring goods and services to prevent, prepare for, and respond to the coronavirus
  - Recipients can use up to 10 percent of the allocation for administrative purposes. In addition to the 10% for admin, these funds can be used to provide hazard pay, including for time worked prior to the date of this bill, for staff working directly to prevent, prepare for, and respond to coronavirus among the homeless or persons at risk of homelessness.
  - Suspends citizen participation requirements.
  - Suspends match requirement.
  - Provides no cap on emergency shelter activities.
  - Allows funds to be used to provide temporary shelters (through leasing of existing property, temporary structures, or other means) to prevent, prepare for, and respond to the coronavirus.
  - States that environmental review standards will not apply to these funds.

**Tenant-Based Rental Assistance:** \$1.25 billion to prevent, prepare for, and respond to coronavirus, \$850 million of which is for the administration expenses and other expenses of public housing agencies (PHA) including new activities as defined by the Secretary that include activities to support or maintain the health and safety of assisted individuals and families, and \$400 million for FY 2020 section 8 renewal funding allocations, located by need as determined by the Secretary. The Secretary may waive requirements.

**Housing Opportunities for Person with Aids (HOPWA):** \$65 million to provide additional funds to maintain operations and for rental assistance, supportive services, and other necessary actions, in order to prevent, prepare for, and respond to coronavirus.

**Project-Based Rental Assistance:** \$1 billion to prevent, prepare for, and respond to coronavirus. The Secretary may waive or specify alternative requirements

The bill institutes a moratorium on foreclosures for all federally-backed mortgages, including those covered by HUD, USDA, FHA, VA, Fannie Mae, and Freddie Mac, for 60 days beginning on March 18, 2020. Under the bill, a borrower with a federally-backed mortgage experiencing a financial hardship due to coronavirus may also request a forbearance for up to 180 days, which may be extended for another 180 days at the request of the borrower.

The law allows multifamily housing owners with a federally-backed mortgage to request a forbearance for up to 30 days, which can be extended by another 60 days at the request of the borrower, on the condition that they agree not to evict tenants or charge tenants late fees.

The bill also institutes a moratorium on filings for evictions for renters in homes covered by a federally backed mortgage for 120 days of enactment.

The bill provides a temporary moratorium on evictions for most residents of federally subsidized apartments, including those supported by HUD, USDA, or Treasury (Low Income Housing Tax

Credit developments). The bill also institutes a moratorium on filings for evictions for renters in homes covered by federally backed mortgages for 120 days of enactment.

=

## Arts and Other Humanities

### **National Endowment for the Arts**

- **Funding:**
  - The bill includes \$75 million for the National Endowment for the Arts that will be distributed under the same terms and conditions as FY 2020 funding:
    - 40 percent will be distributed to State arts agencies and regional arts organizations; and
    - 60 percent will be distributed via direct grants.
    - Matching requirements may be waived.
- **Uses:**
  - Funds may be used by recipients for general operations.

### **National Endowment for the Humanities**

- **Funding:**
  - The bill includes \$75 million for the National Endowment for the Humanities that will be distributed under the same terms and conditions as FY 2020 funding:
    - 40 percent will be distributed to state humanities councils; and
    - 60 percent will be distributed via direct grants.
    - Matching requirements may be waived.
- **Uses:**
  - Funds may be used by recipients for general operations.

### **Institute of Museum and Library Services**

- **Funding:**
  - The bill includes \$50 million for the Institute of Museum and Library Services that will include grants to States, territories and tribes.
    - Matching requirements for States, tribes, libraries, and museums are waived.
- **Uses:**
  - Funds may be used to expand digital network access, purchase internet accessible devices, and provide technical support services.



April 6, 2020

The Honorable Mitch McConnell  
Majority Leader  
S-230, U.S. Capitol  
Washington, DC 20510

The Honorable Chuck Schumer  
Minority Leader  
S-221, U.S. Capitol  
Washington, DC 20510

The Honorable Nancy Pelosi  
Speaker of the House  
H-232, U.S. Capitol  
Washington, DC 20515

The Honorable Kevin McCarthy  
Minority Leader  
H-204, U.S. Capitol  
Washington, DC 20515

Dear Leader McConnell, Leader Schumer, Speaker Pelosi and Leader McCarthy,

On behalf of the National Association of Counties (NACo) and the 3,069 counties we represent, thank you for your bipartisan leadership to deliver critical resources to communities across the nation who are responding to the COVID-19 pandemic.

Counties remain on the frontlines of our nation's ongoing local public health emergency response and overall public safety efforts. We are committed to continuing to work with both Congress and the administration to address the many significant health, safety and economic impacts associated with the virus.

As we move toward recovery, further strengthening the intergovernmental partnership is essential for county officials serving at "ground zero" of this unprecedented public health and economic crisis. Our 3,069 county governments employ 3.6 million proud public servants, including within our nearly 1,000 public hospitals, 1,900 local public health departments, more than 800 long-term care facilities and 750 behavioral health departments. Our first responders and frontline personnel, including our public and community health professionals, sheriffs, 911 operators, firefighters, EMT/paramedics, Emergency Operations Center (EOC) experts, coroners/medical examiners, child welfare and aging service providers, substance abuse and mental health counselors, veterans service officers, homelessness program coordinators and jail administrators, among many others, depend on a strong intergovernmental partnership of federal, state, tribal and local officials.

**As Congress considers a fourth COVID-19 response package, we urge you to provide direct and flexible funding and resources to counties of all sizes.** As we work to protect our citizens, local businesses and economies, we are making significant financial investments to address immediate public health and safety needs. At the same time, we are experiencing massive and unprecedented declines in revenue as a result of the economic downturn and are working to quickly reprogram resources and staff to respond to the crisis.

The decline in revenue is occurring when the need for county services and functions is skyrocketing for things like child protective services, emergency 911 assistance, law enforcement and emergency management, nutrition assistance programs, assistance for older Americans and affordable housing, all of which are becoming more complicated and costly to maintain.

Counties are required to operate with balance budgets, and due to the extremely steep and sudden unforeseen expenses for COVID-19 response efforts, some are already cutting services and laying off employees. In fact, the Government Finance Officers Association (GFOA) just released a report detailing how local governments have projected an unanticipated \$23 billion budget impact in the first two weeks of the pandemic alone.

If you move forward with a fourth legislative package, we urge you to consider the following priorities for counties:

- **Include A Relief Fund for Local Governments of All Sizes That Can Be Used to Address the Unique Needs of Local Communities:** While we appreciate Congress' work to pass the CARES Act (P.L. 116-136) and the inclusion of the Coronavirus Relief Fund, we are concerned that under the language as written, very few counties will be able to access the funding with the majority going to cities with populations above 500,000 and the states. Counties and other local governments below 500,000 are not even eligible for direct funding. Moving forward, we urge you to consider including a relief fund that is flexible and can be used to address lost revenue and supplement eligible personnel and administrative costs as a result of COVID-19 response.
- **Provide Clear Federal Guidance on the Distribution of Personal Protective Equipment (PPE) and Essential Medical Equipment:** As COVID-19 continues to spread throughout our country, and we brace for a growing wave of patients in our hospitals and intensive care units (ICUs), ensuring that we have the equipment needed to care for patients and keep our essential health care workforce safe is crucial. State and local governments are currently competing for resources that are not necessarily being distributed based on need. We applaud efforts to increase the availability of medical supplies in the most recent legislation (P.L. 116-136); however, beyond increasing the supply, we are requesting that the federal government issue clear guidance to coordinate the allocation of PPE and essential medical equipment to ensure that areas hardest hit by the pandemic are receiving needed equipment in a timely manner.
- **Expand Federal Support for Local Medicaid Programs:** As the threat of COVID-19 persists, our citizens are simultaneously grappling with both unemployment and the loss of their employer-sponsored health insurance, creating a critical need for expanded health insurance coverage. While we applaud the proposed increase to Medicaid Federal Medical Assistance Percentage (FMAP) included in P.L. 116-127 that will provide counties with additional federal funding to test for and treat the virus, we urge congress to provide further increases to the FMAP so that local governments can effectively mitigate the surplus of low income or indigent residents and continue to diagnose and treat all residents facing the virus.
- **Implement Moratorium on Medicaid Fiscal Accountability Regulation (MFAR):** Counties appreciate federal flexibilities being granted at this time regarding the administration of the Medicaid program; however, we continue to encourage Congress and the Administration to suspend all changes to Medicaid financing. As we stated in our March 13 letter, counties support a moratorium on the MFAR because it would reduce the ability of localities to finance the non-federal share of Medicaid, resulting in a reduction in federal Medicaid funding for the public health and hospital system. If finalized, this rule would destabilize our county public health systems at a time when our resources are already heavily strained.
- **Address the Unfunded Mandate Included in the Families First Coronavirus Response Act (FFCRA):** Paid leave is a significant challenge for county governments who employ over 3.6 million people, or one percent of all Americans. While we appreciate that the Families First Coronavirus Response Act (P.L. 116-127) expands paid leave benefits for workers affected by COVID-19, the legislation imposes substantial new sick leave and family medical leave requirements on government employers of all sizes. Counties request that Section 7001(e)(4) and Section 7003(e)(4) be repealed so that state and local government employers fully qualify for both credits.

- **Eliminate the Federal Emergency Management Agency (FEMA) Non-Federal Cost Share Currently Required Under the Presidential Disaster Declaration:** Increasing the federal cost share of FEMA public assistance would provide much-needed relief and additional federal assistance for state, local, tribal and territorial governments on the front lines of the pandemic. Counties encourage you to eliminate the local match requirement in any fourth package.
- **Bolster Counties' Ability to Serve and Protect Our Veterans:** Counties applaud the increased resources for veterans' services provided under the *CARES Act* as we address the growing COVID-19 pandemic in our communities. At the local level, county veteran service offices (CVSOs) play a critical role in ensuring veterans' access to a range of service-connected programs, processing approximately \$22 billion in federal benefits each year, from VA health care to housing and transition assistance. However, these programs and personnel are funded almost entirely by counties and are seeing significant increases in demand as more veterans enroll in health and social services during the current crisis. To address this challenge, counties urge Congress to increase resources for CVSOs, as detailed under legislative proposals such as the bipartisan *Commitment to Veteran Support and Outreach (CVSO) Act* (H.R. 5516/S. 3020).
- **Pause Shot Clocks and Public Comment Periods:** As counties are increasingly tasked with quickly identifying, assessing and addressing the many challenges associated with the COVID-19 crisis, it is now more important than ever for local governments to be able to prioritize emergency response efforts. With the recent implementation of "shot clocks" on local governments to process small cell applications, counties are forced to choose between processing applications and maintaining focus on the efforts to preserve the health and safety of our communities. We urge you to consider suspending all shot clocks and public comment periods to allow local governments to focus personnel and resources on the crisis.
- **Increase Funding for the Social Services Block Grant (SSBG):** SSBG is a proven key source of support to help communities respond to critical needs during national disasters by aiding states and counties quickly. Counties administer SSBG in 10 states and draw on these funds to provide essential services to vulnerable populations, including children and youth in foster care, older adults at risk of abuse and people with disabilities. We urge Congress to provide emergency funding for SSBG so that counties can meet growing demand for services for our most vulnerable residents during the COVID-19 pandemic.
- **Increase Supplemental Nutrition Assistance Program (SNAP) Benefits:** Counties appreciate the \$15 billion in contingency funding for SNAP to help states and localities meet unexpected costs provided for in P.L. 116-136. Given the proven effectiveness of SNAP as a counter-cyclical economic program, we encourage Congress to provide a uniform SNAP benefit increase of 15 percent to help low-income families cope with the economic impacts of the crisis, stimulate local economies and relieve pressure on other county human services programs.
- **Restore Advance Refunding Bonds:** Municipal bonds allow state and local governments to immediately finance critical projects that support our nation's infrastructure needs while protecting the economy during a crisis. Restoring governments' ability to advance refund tax-exempt municipal bonds would free up billions of dollars that states and local governments could invest in other critical infrastructure projects, such as hospitals and other public health facilities. To ensure that local governments can adequately respond to immediate infrastructure needs as a result of COVID-19, America's counties urge you to restore advance refunding that would provide savings to taxpayers.
- **Establish Mandatory Funding for Payments In-Lieu of Taxes (PILT):** The PILT program helps to offset costs incurred by counties in 49 states for services provided to federal employees, the public and to the users of federal public lands. Approximately 61 percent of counties nationwide have non-taxable federal public lands within their jurisdictions and use PILT funding to pay for public health crisis management and emergency responses, among other key services. County governments need stable revenue streams in these times of economic stress and request full, long-term and mandatory funding of the PILT program, as laid out in legislation such as H.R. 3043, the *Permanently Authorizing PILT Act*, or S. 2480, the *PILT Reauthorization Act*. Additionally, counties under 5,000 in population are not on a level playing field due to the PILT formula's population tiers.



Counties ask that Congress include the minor formula change laid out in S. 2180/H.R. 3716, the *Small County PILT Parity Act*, which would create new population tiers for counties under 5,000 without impacting payments to counties with larger populations.

- **Expand Use of Secure Rural Schools (SRS)**: Counties appreciate the two-year reauthorization of SRS included in the FY 2020 appropriations package. However, counties request that important additional reforms be included to provide greater stability for national forest counties facing potential revenue shortfalls, such as stopping the annual five percent reduction in SRS payments and allowing counties to elect whether to receive SRS payments or timber harvest receipt sharing payments. Additionally, with many schools experimenting with online coursework in response to coronavirus quarantines, it is imperative that Congress also expand the allowable uses of SRS funds to include broadband connectivity for educational purposes. These policies were agreed to by the U.S. Senate Energy and Natural Resources Committee during their markup of S. 430 in December 2019. Furthermore, the SRS program is due to expire at the end of FY 2020. National forest counties need stable revenue streams moving forward, and ask Congress to include a long-term solution, such as S. 1643, the *Forest Management for Rural Stability Act*. This legislation would establish an endowment fund where interest collected through the fund would make payments to national forest counties and schools in perpetuity and exempt them from the annual appropriations cycle.
- **Ensure Broadband is an Option for Everyone**: Access to high-speed internet is a necessity for addressing and overcoming the challenges presented by the COVID-19 crisis. However, many rural and low-income communities continue to face barriers to broadband adoption. Municipal broadband can often provide an affordable, reliable option and help attract additional investment from the industry. Currently, 25 states have imposed roadblocks or outright bans on municipal investments into broadband infrastructure. The next package should include language that would remove these roadblocks and allow for local governments to invest in the necessary tools to tackle this crisis. Additionally, public health departments are being forced to expand their service footprint to effectively address this crisis. We urge you to consider updating existing programs like the FCC's Rural Health Care Program to help cover broadband-related costs associated with tele-health services.
- **Repeal T-Band Spectrum Auction to Support Critical Public Safety Communications Networks**: We urge you to consider repealing Section 6103 in Title VI of P.L. 112-96 as part of a fourth response package. Without such action, the Federal Communications Commission (FCC) will be forced to remove public safety communications from the T-Band spectrum (470 MHz-512 MHz). As emergency medical service (EMS) providers, fire and law enforcement personnel and other critical safety workers keep our communities safe and healthy during the crisis and in the future, it is imperative that counties utilizing T-Band have continued access to the resources necessary to provide these life-saving services.
- **Provide Funding and Flexibility for Elections**: The unprecedented nature of the rapid spread of COVID-19 has fundamentally altered the landscape of the 2020 election cycle. With concerns over transmission of the virus, counties are working closely with federal, state and local election officials to ensure the highest level of voter access and election security, while also protecting the health and safety of our residents. We urge you to temporarily suspend the requirement for state matching funds and provide dedicated funding to assist counties with meeting any new federal voting requirements in any future package addressing COVID-19.
- **Increase Funding for the 2020 Census**: The decennial census, which aims to count every U.S. resident each decade, is critical to county governments. Counties are concerned that the rapid spread of COVID-19 will weaken outreach efforts for a complete count of our nation's residents. While counties applaud the U.S. Census Bureau's response to the outbreak, we urge lawmakers to allocate additional funding and reevaluate the current timelines needed to ensure a complete count for the 2020 Census.

Additionally, should Congress include legislation addressing the nation's comprehensive infrastructure needs, counties urge you to also consider the significant role that we play in our nation's transportation and infrastructure systems. As owners of 45 percent of public roads and almost 40 percent of the National Bridge Inventory who also directly support 78 percent of the nation's public transit systems and 34 percent of public airports, counties are stepping up at the local

levels to deliver critical projects for our residents despite a lack of federal investment and many state laws that prevent us from raising local taxes to support these efforts.

Counties are steadfastly committed at the local level to good financial stewardship, investing \$134 billion annually in the construction of infrastructure and the operation and maintenance of public works, and the record reflects the effectiveness of local governments in putting federal dollars to work where they are needed most. As committed public servants with significant infrastructure responsibilities, counties urge Congress to consider the following recommendations:

- **Provide Increased Direct Funding Opportunities for Locally Owned Infrastructure:** The Better Utilizing Investments to Leverage Development (BUILD) and the Infrastructure for Rebuilding America (INFRA) grant programs are two of the U.S. Department of Transportation's (DOT) most flexible direct federal funding sources for counties and can be utilized to deliver critical infrastructure projects that may be delayed due to the necessity to reallocate funds to other measures to address more immediate consequences of COVID-19. This reallocation of funds is likely to result in a domino effect on local infrastructure that already faces a significant backlog. Counties urge Congress to appropriate considerable additional federal resources for both the BUILD and INFRA programs so that county governments may put federal dollars directly to work where they are needed most. In addition, counties also support increasing the local share of the Surface Transportation Block Grant Program (STBGP). In any future package that addresses COVID-19, counties urge Congress to infuse more federal dollars directly into the sub-allocated local area share of STBGP in order to facilitate the delivery of important transportation projects that support local economies.
- **Return Solvency to the Highway Trust Fund (HTF):** In addition to funding highway programs, public transit agencies are also funded by revenues from the HTF, including the 78 percent of those that are directly supported by counties. We appreciate the inclusion of \$25 billion for public transit systems in P.L. 116-136. Additionally, counties urge lawmakers in any future package that addresses COVID-19 to return solvency to the Highway Trust Fund and pave the way for a new, long-term surface reauthorization by transferring federal funds from the Treasury's general fund (GF) to the HTF to cover its immediate shortfalls and also to determine a permanent legislative fix that will provide consistent, adequate revenue levels for the HTF.
- **Increase Access to Capital for Small Borrowers:** Counties urge you to include a temporary extension and permanent restoration of proven financing tools utilized by state and local governments, schools, hospitals, airports and special districts and other public sector entities to provide efficient and low cost financing for critical investments in infrastructure that will move the country forward. Specifically, we urge you to increase the bank qualified borrowing limit from \$10 million to \$30 million, and apply the limit at the borrower level, which would ensure that small local governments could provide access to capital for immediate infrastructure.
- **Fund Key Workforce Development Programs:** We urge you to include critical funding for our nation's workforce development system, specifically programs serving adults and youth under the Workforce Innovation and Opportunity Act to ensure that we can respond quickly to helping those who have lost their jobs as a result of this crisis to transition to new work opportunities and meet the demands for workers in key industries such as healthcare, manufacturing and construction.
- **Increase Funding and Financing for Local Water Infrastructure:** Counties recognize the threat that crumbling water and wastewater infrastructure poses to the health and safety of our communities. In 2016 alone, counties invested \$21.6 billion in sewage and wastewater management. As Congress considers a fourth supplemental package, we encourage lawmakers to increase funding for Water Infrastructure Finance and Innovation Act (WIFIA) loans; to increase the Clean Water State Revolving Fund and Drinking Water State Revolving fund accounts; and to establish a water trust fund to provide matching funds for projects and other assistance.
- **Preserve Access to Clean Water and Sanitation Services for Rural Counties:** More than 98 percent of rural Americans receive their drinking water from small systems, the cost of which to operate and maintain is significantly higher in comparison to urban areas. The U.S. Department of Agriculture (USDA) - Rural

Development's Water and Wastewater Program has consistently supported funding to help small communities improve existing infrastructure, protect their drinking water resources, and comply with federal drinking water regulations. Counties urge you to increase funding for this program to assure that the highest quality drinking water and sanitation services are available to rural America during the pandemic.

- **Ensure Impoverished Rural Counties Remain Connected:** USDA-Rural Development's Electric Loan Program is a \$46 billion portfolio that helps nearly 700 borrowers in 46 states finance safe, modern and efficient infrastructure. USDA-Rural Development's financed electrical systems provide service to more than 90 percent of the nation's counties that are identified as suffering from persistent poverty, out-migration or other economic hardships. The program also provides financial assistance through High Energy Cost Grants to rural communities with extremely high energy costs to acquire, construct, extend, upgrade and otherwise improve energy generation, transmission or distribution facilities. Counties urge you to fully fund these programs that are critical to maintaining services to millions of rural Americans during the crisis.

Local governments are facing massive challenges in responding to the COVID-19 pandemic, and our resources are becoming more constrained by the day. As you consider developing a fourth supplemental package, we hope that you will support our efforts to effectively implement containment and community mitigation strategies that will preserve the health and safety of our residents and local communities.

We thank you again for your important work and stand ready to help advance additional legislation that continues to address the widespread effects of the virus on our nation.

Sincerely,



Matthew Chase  
Executive Director  
National Association of Counties

# The State of Florida Issues COVID-19 Updates

April 07, 2020



**Contact: Joint Information Center on COVID-19 for the State of Florida ([\(850\)815-4940](tel:8508154940), [ESF14@em.myflorida.com](mailto:ESF14@em.myflorida.com))**

## The State of Florida Issues COVID-19 Updates

**TALLAHASSEE, Fla.** - The State of Florida is responding to COVID-19. In an effort to keep Florida residents and visitors safe and aware regarding the status of the virus, the Florida Department of Health will issue this update every day, seven days per week.

Governor Ron DeSantis is in constant communication with Florida Division of Emergency Management Director Jared Moskowitz and State Surgeon General Dr. Scott Rivkees as the State of Florida continues to monitor and respond to the threat of COVID-19.

Today at the Florida Capitol in Tallahassee, Governor DeSantis participated in a COVID-19 response meeting with Dr. Carlos Campo, MD, head of ICU at Tallahassee Memorial Hospital and Dr. Sunil Kumar, MD, Critical Care and Pulmonary Medicine at Broward Health.

### Recent actions the state has taken to respond to COVID-19:

- The Office of Insurance Regulation (OIR) has issued Informational Memorandum [OIR-20-06M](#) providing guidance on the use of technology to help combat the spread of COVID-19, including encouraging insurers to broaden access to care for telehealth services, and requesting Pharmacy Benefit Managers to transition to an electronic audit process in order to avoid unnecessary risk and maintain social distancing.
- OIR has issued Informational Memorandum [OIR-20-05M](#) reminding insurers of applicable statutes regarding workers' compensation insurance. Workers' compensation insurers are expected to comply with all of the provisions of Florida's Workers' Compensation Law.
- The Florida Department of Law Enforcement (FDLE) is working with all Florida Law Enforcement on obtaining updated personal protection equipment (PPE) needs.
- CareerSource Florida has launched an integrated public and business outreach campaign, *Help is Here*, as a comprehensive resource for employment and business services available to Floridians affected by COVID-19-related job loss.
- To respond to COVID-19, the Division has coordinated an unprecedented statewide response. This includes sending out critical PPE for our first responders and health care workers:
  - 2.8 million masks, including N95, procedure and surgical masks;
  - 218,000 face shields;
  - 3.9 million gloves; and
  - 157,000 gowns.

### Additional actions the state has taken to respond to COVID-19:

## **FLORIDA DEPARTMENT OF HEALTH**

- At the direction of Governor DeSantis, State Surgeon General Dr. Scott Rivkees declared a Public Health Emergency for COVID-19 in Florida.
- Governor DeSantis announced that the State ordered an additional 2,500 test kits to supplement the adequate resources already available to test for COVID-19. These additional test kits will enable the Department of Health, working with Florida health care providers, to test up to an additional 625,000 individuals. The Governor also suspended non-essential in state and all out-of-state travel for state employees for 30 days.
- Established a public call center for questions regarding COVID-19. The call center launched Monday, March 2 and is open 24/7.
- Established mechanisms for monitoring and coordination with the Centers for Disease Control and Prevention (CDC) regarding epidemiological activities.
- Distributed CDC Interim Guidance for public health personnel evaluating Persons Under Investigation (PUI) and asymptomatic close contacts of confirmed cases at their home or non-home residential settings to CHDs.
- Approved and disseminated an updated Clinician Screening Tool for identifying COVID-19 PUIs.
- Implemented testing at all three State Public Health Laboratories.
- Distributed updated laboratory guidance regarding implementation of testing at State Public Health Laboratories.
- Implemented private lab testing.
- Developed and disseminated pandemic planning guidance.
- Advised CHDs and HCCs to retain expired personal protective equipment until further notice.

## **FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

- To respond to COVID-19, the Division has coordinated an unprecedented statewide response. This includes sending out critical PPE for our first responders and health care workers:
  - 2.8 million masks, including N95, procedure and surgical masks;
  - 218,000 face shields;
  - 3.9 million gloves; and
  - 157,000 gowns.
- Find more information on DEM's response to COVID-19 [here](#).

## **FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION**

- The Agency has created new temporary Personal Care Attendant program to help long-term care facilities fill staffing shortages. The program provides an 8-hour training on assisting with direct care so that personal care attendants can temporarily perform additional duties.
- AHCA has been working with the Department of Children and Families to ensure current Medicaid recipients maintain benefits during the state of emergency. Medicaid application deadlines have also been extended.
- AHCA has made on-site visits to over 900 long-term care and residential facilities since the onset of the COVID-19 emergency. Additionally, AHCA has made over 2,000 telephone calls to residential providers statewide to assess infection control and prevention strategies, ensure county health department and local emergency operations center contact information are up to date, and assess supplies (specifically PPE).
- Find more information on ACHA's response to COVID-19 [here](#).

## **FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

- DBPR has updated its [dedicated compliance complaint form](#) to include an option for reporting vacation rental compliance concerns. The Department's Division of Hotels and Restaurants continues to monitor, review, and assign complaints received through this form for follow-up by division inspectors.
- Find more information on DBPR's response to COVID-19 [here](#).

## FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

- DCF has worked with DOH to develop precautionary protocols for child welfare professionals and adult protective investigators who may have to make in-person visits to ensure the safety of those vulnerable populations.
- Under Governor DeSantis' direction, DCF has temporarily increased SNAP recipients' benefit amount to the maximum monthly allotment based on household size.
- Find more information on DCF's response to COVID-19 [here](#).

## FLORIDA DEPARTMENT OF CORRECTIONS

- FDC is closely aligned with the [CDC Interim Guidance on Management of COVID-19 in Correctional and Detention Facilities](#).
- New inmate commitments from county jails undergo additional screening and 14-day quarantine before placement within the general population.
- FDC has suspended visitation and volunteer programs at all correctional institutions statewide.
- Find more information on FDC's response to COVID-19 [here](#).

## FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

- DEO has announced \$100 million in additional funds are available to [communities impacted by Hurricane Irma](#) through the [Rebuild Florida Infrastructure Repair Program](#).
- Governor DeSantis has waived the work search and work registration requirements for individuals requesting Reemployment Assistance benefits. For more information, see the [Reemployment Assistance Frequently Asked Questions](#).
- The [U.S. Small Business Administration's Economic Injury Disaster Loan](#) program is offering working capital loans and loan advances to small businesses impacted by COVID-19.
- The [Business Damage Assessment survey](#) has been activated to assess the impact of COVID-19 on Florida's local business operations and determine the appropriate actions for recovery.
- Find more information on DEO's response to COVID-19 [here](#).

## FLORIDA DEPARTMENT OF EDUCATION

- FDOE has compiled resources, information, and best practices for distance learning on its emergency response page.
- The Florida Virtual School has created the Online Learning Community with engaging and informative content for teachers and parents of K-12 students.
- Commissioner of Education Richard Corcoran has recommended that all Florida public and private K-12 school campuses extend campus closures through May 1, 2020, following White House guidance and the CDC's extension of social distancing guidelines until April 30th.
- Find more information on The Department of Education's response to COVID-19 [here](#).

## FLORIDA DEPARTMENT OF ELDER AFFAIRS

- DOEA's Senior Community Service Employment Program (SCSEP) has worked with the AARP Foundation, in accordance with guidance from the U.S. Department of Labor, to extend emergency paid leave for SCSEP participants for an additional two weeks as the safety and health of participants and staff requires the continued temporary closure of host sites.

- DOEA provided population poverty data by age group to assist Planning and Service Area (PSA) 9 as they develop an 8-week forecasted meal demand model.
- DOEA conducted research to compile the steps and costs necessary to create an interactive map structure that could be modified by Area Agencies on Aging (AAA)s as more restaurants continue participating in the Meal Partnership Initiative.
- DOEA trained department staff to conduct client and waitlist location address validation, to assist the AAAs and providers with correcting CIRTS (both for COVID-19 response and hurricane preparedness).
- Find more information on DOEA's COVID-19 response [here](#).

## ENTERPRISE FLORIDA

- EFI [recently announced](#) the suspension of initial fees for its [Microfinance Loan Guarantee Program](#) to support Florida's small business community impacted by COVID-19. Interested businesses must apply through a local lender. For further information **please contact your lender** or visit [Enterprise Florida's website](#).
- EFI has compiled resources for businesses responding to COVID-19 [here](#).

## FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

- Effective March 23, DEP has closed all Florida State Parks to the public. Park field staff are on site to maintain grounds.
- Effective March 24, public access to lands within DEP's Coastal and Aquatic Managed Areas is closed. This includes state-owned uplands, such as beaches, islands, sand bars and emergent shoals within aquatic preserves. Vessel landings are strictly prohibited.
- Find more information on DEP's response to COVID-19 [here](#).

## FLORIDA OFFICE OF FINANCIAL REGULATION

- OFR has issued [Emergency Order 2020-02](#) extending certain filing deadlines for Florida's financial services providers.
- OFR has issued [Emergency Order 2020-01](#) extending certain renewal deadlines for money services businesses.
- OFR has provided [guidance for consumer finance businesses and professionals](#).
- OFR has provided [guidance](#) and an [operational update](#) for Florida's securities businesses and professionals.
- OFR has provided [informational guidance](#) and an [update](#) to Florida's financial institutions.
- OFR has created helpful resource lists for businesses and individuals to contact their financial services providers:
  - [Florida Financial Institution Resource List](#)
  - [Top 40 Mortgage Servicers Resource List](#)
  - [Additional Financial Information and Resources List](#)

## FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

- The Florida Highway Patrol is assisting with the implementation and enforcement of [Executive Order 20-86](#) at the direction of Governor DeSantis.
- At the direction of Governor DeSantis, the Florida Department of Highway Safety and Motor Vehicles has issued an [Emergency Order](#) extending all Florida driver licenses, commercial driver licenses and identification cards that will expire now through April 15, 2020.
- Pursuant to [Executive Order 20-52](#) issued by Governor DeSantis, FLHSMV Executive Director Rhodes has waived commercial truck hours of service regulations and other related regulations

so that emergency supplies, equipment, commodities and resources can be moved more quickly and efficiently throughout the state.

- Find more information on FLHSMV's COVID-19 response [here](#).

## FLORIDA OFFICE OF INSURANCE REGULATION

- OIR has issued Informational Memorandum [OIR-20-06M](#) providing guidance on the use of technology to help combat the spread of COVID-19, including encouraging insurers to broaden access to care for telehealth services, and requesting Pharmacy Benefit Managers to transition to an electronic audit process in order to avoid unnecessary risk and maintain social distancing.
- OIR has issued Informational Memorandum [OIR-20-05M](#) reminding insurers of applicable statutes regarding workers' compensation insurance. Workers' compensation insurers are expected to comply with all of the provisions of Florida's Workers' Compensation Law.
- OIR has issued [Informational Memorandum OIR-20-03M](#) directing all insurers and other entities regulated by OIR to review and update their business continuity and/or continuity of operations plans. Companies are directed to immediately contact OIR if their continuity plans are activated and/or if business operations become compromised so it can work with insurers to avoid any disruption in consumer services.
- OIR has issued [Informational Memorandum OIR-20-04M](#) providing general guidance on the treatment of policyholders as part of the state's ongoing efforts to protect Floridians.
- OIR has issued [Informational Memorandum OIR-20-02M](#) as a reminder to all health insurers, health maintenance organizations, and other health entities to allow for early prescription refills.
- Find more information on OIR's COVID-19 response [here](#).

## FLORIDA DEPARTMENT OF JUVENILE JUSTICE

- The Florida Department of Juvenile Justice has suspended visitation at all state-operated juvenile detention centers and juvenile residential commitment programs until April 15, 2020.
- DJJ has also instituted additional screening measures for outside vendors who work within juvenile facilities.
- Find more information on DJJ's COVID-19 response [here](#).

## FLORIDA DEPARTMENT OF LAW ENFORCEMENT

- FDLE is working with all Florida Law Enforcement on obtaining updated PPE needs.
- FDLE and FHP continue to facilitate the escort of testing collection kits statewide.
- FDLE and ESF-16 partners are working with the Florida Sheriffs Association to provide support for FHP at the I-95 screening point.
- Find more information on FDLE's COVID-19 response [here](#).

## FLORIDA LOTTERY

- Effective March 23, Florida Lottery Headquarters and district offices are closed to the public until further notice
- Find more information on the Florida Lottery's COVID-19 response [here](#).

## FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

- DMS launched a dedicated telework webpage ([telework.fl.gov](http://telework.fl.gov)) to provide resources and tutorials for employees and employers operating in a remote work environment.
- At the Governor's direction, DMS Secretary Jonathan Satter issued an emergency order to ensure federal benefits granted through The Families First Coronavirus Response Act are available to employees.



- As directed in [Executive Order 20-52](#), DMS has amended the state employee health plan benefits plan documents to expand covered telehealth benefits at no additional employee cost.
- Also directed in [Executive Order 20-52](#), DMS has amended the state employee health plan benefits plan documents to cover immunizations at participating in-network retail pharmacies at no cost to the member during this public health emergency.
- Find more information on DMS' COVID-19 response [here](#).

## FLORIDA DEPARTMENT OF MILITARY AFFAIRS

- As of April 7, approximately 2,325 Florida National Guardsmen are currently deployed to support Florida's response to COVID-19.
- The Florida National Guard (FLNG) continues to support the state's COVID-19 response through operational support of Community Based Testing Sites (CBTS), augmentation to airport screening measures, statewide logistics support, coordination, planning and operational mission sets. To date, the FLNG has assisted in the testing of over 24,642 individuals for the COVID-19 virus.
- Find more information on DMA's response to COVID-19 [here](#).

## AGENCY FOR PERSONS WITH DISABILITIES

- APD has posted information important to its customers, providers, and Waiver Support Coordinators on the agency's website.
- Find more information on APD's response to COVID-19 [here](#).

## FLORIDA DEPARTMENT OF REVENUE

- The Department of Revenue has a dedicated COVID-19 webpage for [tax-related questions and information](#).
- The Department also has a dedicated COVID-19 webpage for [child support customers](#) and alternative options for handling many child support case activities without visiting an office.
- Find more information on DOR's response to COVID-19 [here](#).

## CAREERSOURCE FLORIDA

- CareerSource Florida launched an integrated public and business outreach campaign, *Help is Here*, as a comprehensive resource for employment and business services available to Floridians affected by COVID-19-related job loss.
- On April 6, CareerSource Florida launched an updated [COVID-19 landing and outreach page](#) as a comprehensive resource for employment and business services available to impacted Floridians.
- Find more information on CareerSource Florida's response to COVID-19 [here](#).

## STATE UNIVERSITY SYSTEM OF FLORIDA

- The SUS has directed all state universities to continue remote instruction through the end of the spring semester.
- The SUS has directed that traditional on-campus commencement ceremonies will not be held in May. Instead, each university is directed to develop an alternate schedule or method of delivery.
- Find more information on SUS' response to COVID-19 [here](#).

## FLORIDA DEPARTMENT OF STATE

- On April 6, Secretary of State Laurel M. Lee announced the issuance of an [emergency order and emergency rules](#) to extend annual report filing deadlines for business entities, as well as

outline changes to the candidate petition and candidate qualifying processes.

- Find more information on the Florida Department of State's Response to COVID-19 [here](#).

## **FLORIDA DEPARTMENT OF TRANSPORTATION**

- FDOT is leading the coordination of DOH and the Florida Highway Patrol to implement Executive Order 20-86. To date, more than 3,700 traveler forms have been collected at the I-10 and I-95 checkpoints.
- FDOT continues to coordinate with seaports across the state to monitor port activity.
- FDOT continues to coordinate with public use airports, DOH and law enforcement to implement Executive Order 20-80. To date, more than 11,100 traveler forms have been collected at public use airports across the state.
- Find more information on FDOT's response to COVID-19 [here](#).

## **FLORIDA DEPARTMENT OF VETERANS' AFFAIRS**

- FDVA has restricted visitor access to its state veterans' homes until further notice, with the exception of essential visitors. In addition, admissions in our network of state veterans' homes are temporarily suspended.
- Veterans who are concerned they may have symptoms of COVID-19, flu or the VISN 8 Clinical Contact Center before coming to a VA facility. Clinicians are available to provide 24/7 virtual care and support, including nurse advice and triage.
- To contact a teleworking FDVA Veterans' Claims Examiner, call (727) 319-7440 or email [VSO@fdva.state.fl.us](mailto:VSO@fdva.state.fl.us).
- Find more information on FDVA's response to COVID-19 [here](#).

## **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

- The FWC continues to be in close communication with the Governor's Office, the Florida Department of Health and the Centers for Disease Control (CDC) regarding the most recent COVID-19 status and guidance.
- Find more information on FWC's response to COVID-19 [here](#).

## **FLORIDA HOUSING FINANCE CORPORATION**

- As the Florida Housing Finance Corporation (Florida Housing) continues to be committed to the health and well-being of all Floridians, we have compiled a list of resources with relevant information for homeowners, residents, developers, apartment owners, management companies, participating lenders, Realtors and SHIP administrators regarding COVID-19.
- Find more information on Florida Housing's response to COVID-19 [here](#).

## **VISIT FLORIDA**

- VISIT FLORIDA's four welcome centers are closed until further notice. Sixteen VISIT FLORIDA welcome center staff members have been trained to provide customer service support for the Department of Economic Opportunity and are assisting with the influx of inquiries and calls from impacted businesses and workers throughout the state.
- Find more information on VISIT FLORIDA's response to COVID-19 [here](#).

## **VOLUNTEER FLORIDA**

- As the lead agency for volunteerism and service, Volunteer Florida is working to support voluntary organizations across the state and nation by sharing resources, surveying needs and requesting that continuity of operations plans be created to avoid any service delivery disruption.

- Find more information on Volunteer Florida's response to COVID-19 [here](#).

<https://content.govdelivery.com/accounts/FLDEM/bulletins/2856c87>

### **About the Florida Department of Health**

The Florida Department of Health, nationally accredited by the [Public Health Accreditation Board](#), works to protect, promote and improve the health of all people in Florida through integrated state, county and community efforts.

Follow us on [Facebook](#), [Instagram](#) and Twitter at [@HealthyFla](#). For more information please visit [www.FloridaHealth.gov](http://www.FloridaHealth.gov).

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

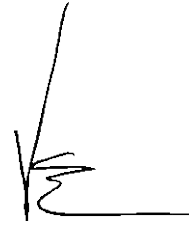
## Agenda Item #12

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Community Human Services Partnership (CHSP) and COVID-19 Response



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Human Services and Community Partnerships

### **Statement of Issue:**

This item seeks Board consideration to allow Community Human Service Partnership (CHSP) agencies the ability to utilize current year County grant funding to address unanticipated COVID-19 related operational needs.

### **Fiscal Impact:**

This item has no fiscal impact. However, if approved, agencies could utilize currently budgeted grant funds to support unanticipated COVID-19 related expenses and carryforward unspent FY 2020 funds to FY 2021.

### **Staff Recommendations:**

- Option #1: Accept the status report on the County's efforts to address the needs of Community Human Services Partnership human services agencies impacted by COVID-19.
- Option #2: Authorize the County Administrator to amend the Agreements with human service agencies to expend FY 2020 programmatic funds to address COVID-19 related operational needs.
- Option #3: Authorize the County Administrator to carryforward remaining FY 2020 Community Human Services Partnership funds to FY 2021 upon agency requests to address COVID-19 impacts.
- Option #4: Authorize the County Administrator to extend the FY 2020 Community Human Services Partnership Agreements with human service agencies (not awarded new grant funding) until December 31, 2020 to address COVID-19 impacts.

## Report and Discussion

### **Background:**

This item seeks Board consideration to allow Community Human Service Partnership (CHSP) agencies the ability to utilize current year County grant funding to address unanticipated COVID-19 related operational needs. Working closely with the human service agencies and the United Partners for Human Services (UPHS), this item presents a number of specific actions that provide immediate financial assistance to the agencies by:

- Supporting agency requests to advance fund a portion of their current year grant awards.
- Supporting agency requests to reallocate current year budgeted funds (within existing program allocations).
- Through a contract amendment, allow current year grant funding to be reallocated within the agency to address operational impacts caused by COVID-19.
- Authorizing the carryforward of unspent current year grant funds into next fiscal year to provide greater flexibility in the scheduling of program and service delivery beyond the end of the fiscal year due to the postponement of programs, services and events traditionally funded by CHSP.

Throughout the current health care crisis, Leon County has partnered with human services agencies to address the evolving needs of the community and coordinate resources to respond to the COVID-19 pandemic. This has been effectuated through weekly conference calls of the Big Bend Community Organizations Active in Disasters (COAD) led by Leon County's Volunteer Services Division, the Emergency Human Services Coordination Workgroup, led by Emergency Management Division, and the Local Homeless Taskforce on COVID-19 led by the Office Human Services and Community Partnerships. The County also participates on conference calls and webinars hosted by the Big Bend Continuum of Care and UPHS. Most of the human services agencies that participate in these weekly conference calls are funded through CHSP.

Additionally, in partnership with the City of Tallahassee and UPHS, staff hosted a webinar with CHSP agencies and conducted a survey to gather information on the impact of COVID-19 on their current operations and programs and the impact to the evaluation process for the upcoming two-year CHSP funding cycle (FY 2020-21 and FY 2021-22).

### **Analysis:**

Based on information provided during conference calls, webinars, and surveys that have been conducted with CHSP agencies, COVID-19 has had a significantly adverse impact on the operations and programs of human services in the community. Over the past month, most agencies have limited client interaction to online or telephone services to prevent the spread of COVID-19 and many more have suspended programs and services entirely primarily due to the closure of schools. Most agencies have also experienced higher than expected costs for emergency and basic need programs (e.g. shelters, food pantries, rent/utility assistance, etc.) which have required reallocating operational resources from programs that provide long-term self-sufficiency services to clients such as weekly financial courses and in-home case management sessions. A majority of

the agencies reported that they have suspended the use of volunteers to reduce any exposure to COVID-19 which has required greater use of paid staff and resulted in higher operational costs for overtime and/or sick leave.

#### *Federal Resources*

In partnership with UPHS, County and City staff have kept human service agencies abreast of resources available at the federal level to assist not-for-profit organizations impacted by COVID-19. Thus far, there have been more than 10 federal programs or tax modifications established that could benefit nonprofit organizations (Attachment #1). These include the Paid Sick Leave and Family Leave Payroll Tax Credits which allows nonprofit organizations with fewer than 500 employees to receive credits against payroll taxes for sick leave and family leave wages through the end of the calendar year; and the Small Business Administration's Paycheck Protection Loan Program which offers nonprofit organizations with 500 or fewer employees forgivable loans to fund salaries, rent, utilities, and other operational costs. Guidance and rules for many of the resources are gradually being implemented and announced by federal agencies.

#### *FY 2020 CHSP Resources and Additional Recommendations*

To address the immediate needs of CHSP partners and prevent further interruption to their operations and personnel organizations, staff has shared opportunities where the current Agreements could be adjusted to allow for better response to changing demands and challenges as a result of the pandemic. These opportunities include the advancement of CHSP funding upon request. Typically, some agencies request up to 25% advancement of the annual program funding for operational costs (e.g. salaries, rent, utilities, etc.) at the beginning of the fiscal year. Staff will review any request made by a CHSP agency for the advancement of program funds on a case-by-case basis. Advancements will be limited to no more than 75% of the total programs funding for FY 2020. Agencies will be required to continue to submit itemized reports through the CHSP portal detailing the utilization of the funding to avoid repayment to the County.

Agencies may also request budget amendments to their respective CHSP program funding. Traditionally, CHSP funding is distributed in the form of reimbursement for programmatic expenditures such as personnel, rent, and utilities. Program budgets are commonly amended to respond to an agency's changing financial needs. For example, it is anticipated that many agencies will request and receive amendments to transfer funds allocated for travel and/or training to more critical needs such as personnel and supplies.

Funding advancements and budget amendments are addressed administratively and do not require any additional action by the Board. However, both funding advancements and budget amendments must remain within the programs in which the agencies were awarded funding. Agencies are prohibited from utilizing CHSP funds for non-CHSP-funded programs and cannot transfer funds between CHSP funded programs. As previously mentioned, several agencies have suspended some programs and experienced higher cost for emergency-related programs (e.g. emergency shelters, food banks, etc.) As a result, several agencies have requested the flexibility to utilize CHSP funding for their overall operation to respond to COVID-19. Therefore, it is recommended that the Board authorize the County Administrator to amend CHSP Agreements to allow the human services agencies to expend programmatic funding for operational needs. This would allow funding to be utilized for other programming within the agency to address impacts to operations

impacted by COVID-19. Agencies would still be required to complete expenditure reports through the CHSP Portal itemizing the use of the funding.

Additionally, some agencies have indicated that they may not require an advance or budget amendment but anticipate that their funding will not be exhausted by the end of the fiscal year (September 30, 2020) due to the postponement of programs, services and events traditionally funded by CHSP. These agencies are requesting that the County consider carrying forward their respective unspent funds to the following fiscal year to provide greater flexibility on the scheduling of program and service delivery beyond the end of the fiscal year. Therefore, it is recommended that the Board authorize the County Administrator to carryforward CHSP funds to the next fiscal year upon the request of the agency to deliver human services in the community resulting from the impacts of COVID-19. The option to carryforward funding would only be available to agency program areas that are awarded funds for the upcoming two-year funding cycle (FY 2021 and FY 2022). In the event an agency program is not awarded funding for the upcoming two-year funding cycle and that agency has not fully exhausted its FY 2020 funds, it is recommended that the Board authorize the County Administrator to extend the FY 2020 CHSP agreement with the human service agency until December 31, 2020 upon the request of the agency. The end of the year reporting deadline would also be adjusted for those agencies that request an extension.

#### *Status of the FY 2021 and FY2022 CHSP Evaluation Process*

On January 28, 2020, the Board created a new CHSP Promise Zone category, to be funded by both the County and City and expanding the Promise Zone area to include additional high poverty census tracts (primarily located within the 32304-zip code) as recommended in the CHSP Needs Assessment. On February 25, 2020 the Board directed staff to draft agenda item for consideration of coordinating with the City 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. That agenda item is tentatively scheduled to be on a Board meeting agenda in May 2020. On March 10, 2020, the Board approved increasing the CHSP funding level from the current \$1.3 million to \$1.445 million, of which \$145,000 is dedicated to the expanded Promise Zone.

The funding evaluation process for the upcoming two-year CHSP funding cycle (FY 2021 and FY 2022) has been significantly impacted by COVID-19 and the federal guidance to all citizens for taking protective measures. Upon the request of the agencies, the CHSP application deadline was extended (from March 20 to March 31). Workshops for individuals interested in serving on a Citizen Review Team (CRT), which evaluates the applications submitted by the agencies, were canceled. The workshops had been initially scheduled for the second week in April. Therefore, citizens that have previously served on CRTs will be recruited and appointed due to their knowledge and experience with the CHSP evaluation and funding processes. An agenda item identifying the citizens appointed to the CRTs will be presented to the Board for ratification at its next meeting.

Site visits will not be conducted for the CHSP funding evaluation process in order to adhere to the Center for Disease Control (CDC) guidelines for social distancing. However, beginning in May, staff will facilitate video conference calls between the CRT's and the human services agencies,



which will include the opportunity for questions and answers. During this period agencies will have the opportunity to share data on the current and future impact of COVID-19 on their operations and programming. The CRTs evaluation process and recommendations are anticipated to be completed in early July. In early August, agencies will be notified of recommended funding allocations to their respective programs, contingent upon approval of the Board and City Commission. The adjusted process that is being implemented will ensure that recommendations for CHSP funding are ready for the Board's consideration in September.

**Options:**

1. Accept the status report on the County's efforts to address the needs of Community Human Services Partnership human services agencies impacted by COVID-19.
2. Authorize the County Administrator to amend Community Human Services Partnership agreements with human service agencies to expend programmatic funding for operational needs to address COVID-19.
3. Authorize the County Administrator to carryforward any remaining FY 2020 Community Human Services Partnership funds to FY 2021 upon agency requests to address COVID-19 impacts.
4. Authorize the County Administrator to extend the FY 2020 Community Human Services Partnership Agreements with human service agencies (not awarded new grant funding) until December 31, 2020 to address COVID-19 impacts.
5. Board direction.

**Recommendation:**

Options #1 through #4

**Attachment:**

1. Federal Resources for Individuals and Nonprofit Organization

## **Federal Resources for Individuals and Nonprofit Organizations**

There have been more than 10 federal programs or tax modifications established that could benefit individuals and nonprofit organizations. The following provides a summary of the programs and provisions that have been adopted by Congress and signed by the President, including the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and previous legislations to respond to the impact of COVID-19 on individuals as well as nonprofit organizations.

### *Recovery Rebate (Stimulus Checks)*

Under the CARES Act, individuals with a Social Security Number will receive rebates also known as stimulus checks. Individuals will receive up to \$1,200 for individuals (up to \$2,400 for couples) and \$500 for each child under 17. The rebate phases out at \$75,000 for singles, \$112,500 for heads of household, and \$150,000 for joint taxpayers at 5 percent per dollar of qualified income, or \$50 per \$1,000 earned. It phases out entirely at \$99,000 for single taxpayers with no children and \$198,000 for joint taxpayers with no children. The more recent of either 2019 or 2018 tax returns will be used to calculate the rebate advanced to taxpayers, but taxpayers eligible for a larger rebate based on 2020 income will receive it in 2021.

Individuals receiving Social Security or Supplemental Security Income (SSI) are eligible. Rebates will not be counted as income for income-related programs like Medicaid, SSI or SNAP. Rebates will not be subject to garnishment, except when back child support is owed. In a recent interview U.S. Secretary of Treasury Steven Mnuchin stated that citizens who have their bank accounts linked to their federal tax refund will begin having funds directly deposited by April 9, 2020. According to Secretary Mnuchin, eight in 10 taxpayers have signed up for direct deposit for past tax refunds.

Those without direct deposit will receive physical checks in the mail over the next several months on a tiered schedule based income level. The IRS plans to distribute paper checks to the lowest-income Americans first, prioritizing payments for individual taxpayers with incomes of \$10,000 or less on April 24. Individuals earning \$20,000 or less would receive checks in the mail by May 1<sup>st</sup>, followed by those with incomes of \$30,000 by May 8<sup>th</sup>, \$40,000 by May 15<sup>th</sup>, and continuing in income increments of \$10,000 each week. Stimulus checks would be issued by September 4<sup>th</sup> to joint taxpayers earning \$198,000, the maximum allowed under the stimulus. All others would be sent by September 11, in most cases because the IRS did not have prior tax information for them and they need to apply for the checks. The IRS plans to issue about 5 million checks each week.

### *Paid Sick Leave and Family Leave Payroll Tax Credits*

The Paid Sick Leave and Family Leave Payroll Tax Credits allows nonprofit organizations with fewer than 500 employees to receive credits against payroll taxes for sick leave and family leave wages through the end of the calendar year. Nonprofit organizations can receive up to 100% credits against payroll taxes for their employee's sick and/or family leave taken between April 1, 2020 through December 31, 2020 that is related to COVID-19.

### *Paycheck Protection Loan Program*

The Small Business Administration's (SBA) Paycheck Protection Loan Program offers businesses as well as certain nonprofit organizations with 500 or less employees, forgivable loans to fund salaries, rent, mortgage interest, or utilities. Only non-profits that are 501(c)(3) organizations or 501(c)(19) veteran's organizations are eligible for the program. All human services agencies funded through the joint County-City Community Human Services Partnership (CHSP) are required to be designated as 501(c)(3) organizations. However, the Program rules state that nonprofit organizations that receive Medicaid reimbursement such as Bond Community Health Center and Neighborhood Medical Center are not eligible. Eligible non-profits can receive up to \$10 million in loans that are 100% forgivable if they do not layoff any employees through June 30, 2020 or rehire any employee that has been laid off by June 30, 2020. The loan covers the period of February 15, 2020 through June 30, 2020. Organization can apply utilizing a form developed by SBA that can be submitted to any bank or lender recognized by SBA or federally insured depository institution (FDIC-insured). The application window opened on Friday, April 3, 2020 and closes Monday, June 30, 2020. Congress allocated \$349 billion to the Paycheck Protection Loan Program.

### *Economic Injury Disaster Loan Program*

The SBA's Economic Injury Disaster Loan Program was expanded under the CARES Act to provide up to \$10,000 as an advance to any small business, private non-profit organization, or 501(c)(19) veteran organization with 500 or less employees that is experiencing a temporary loss of revenue. Funds can be used for payroll costs, materials, rent, mortgage or other debt payments. This may benefit many human service organizations in Leon County that operate furniture/clothing stores, spring break camps, and other revenue generating programs that have been adversely impact by COVID-19. The EIDL Program typically provides loans to small businesses or private non-profit organizations that experience economic losses due to a declared disaster; however, the advance established under the CARES Act is a grant and does not require repayment or mandate that organizations retain employees. Currently, eligible organizations can apply directly to the SBA through its website during the calendar year.

### *Treasury Industry Stabilization Loan Program*

The Treasury Industry Stabilization Loan Program is administered by the U.S. Department of Treasury and offers financial assistance in the form of loans to businesses and non-profit organizations with 500 to 10,000 employees. Eligible nonprofit organization must certify that they will use the funds to retain at least 90 percent of its workforce at full compensation and benefits until September 30, 2020 and certify that, within four months of the end of the COVID-19 emergency, it intends to restore at least 90 percent of the workforce that it had as of Feb. 1, 2020. In addition, the nonprofit must agree to certain limitations on compensation paid to highly compensated employees. The Treasury Department is continuing to develop rules and guidance for this program. Congress allocated \$454 billion to the program.

### *Emergency Unemployment Relief for Governmental Entities and Nonprofit Organizations*

This provision of the CARES Act authorizes the U.S. Department of Labor to issue guidance allowing states to interpret their state unemployment compensation laws to provide maximum flexibility in reimbursing employers. It also provides a mechanism in which states are paid by the federal government to reimburse self-funded nonprofits, government agencies, and Indian tribes

for half of the costs they incur to pay for all unemployment benefits from March 13, 2020 through December 31, 2020. Only non-profit organizations that self-insure rather than pay state unemployment taxes are eligible under this provision.

#### *Federally Qualified Health Centers*

On March 24, 2020, the U.S. Department of Health and Human Services awarded \$100 million to federally qualified health centers (FQHCs) as part of the Coronavirus Preparedness and Response Supplemental Appropriations Act (CPRSAA). FQHCs receive annual funding from HHS to provide medical and healthcare services to low income residents and medically underserved areas. There are three FQHCs in Leon County and each have received a portion of the funds provided through CPRSAA: Bond Community Health Center (\$65,532), Neighborhood Medical Center (\$75,656), and North Florida Medical Center (\$77,459). The funds are to be utilized by the FQHCs to conduct more COVID-19 testing, telehealth and the acquisition of PPEs. Additionally, the CARES Act includes \$1.32 billion in emergency funding to FQHCs and expands the authority of FQHCs to utilize telehealth which will provide them greater access to Medicare coverage and funding. The emergency funding provisioned in the CARES Act have not yet been distributed.

#### *Emergency Food Assistance Program (TEFAP)*

The CARES Act provides \$450 million to the Emergency Food Assistance Program (TEFAP) for food banks to address increased needs due to the economic downturn and other impacts caused by COVID-19. The program will provide both food and funding for state governments to distribute to food banks such as the Second Harvest of the Big Bend.

#### *Emergency Solution Grants (ESG)*

The CARES Act includes \$4 billion in Emergency Solutions Grants (ESG). The fund can be used for temporary emergency shelters, rapid rehousing, housing counseling, and rental deposit assistance programs utilized in response to COVID-19. The first \$2 billion will go to previous Emergency ESG grantees such as the City of Tallahassee (City) and allocated within 30 days of enactment of the CARES Act (March 27, 2020). The City contracts with human service providers like the Big Bend Homeless Coalition, Kearney Center, and Catholic Charities to assist residents in Leon County. The funds can also be utilized for hazard pay for staff, and staff salaries with regard to preparedness for COVID-19 and will not be considered administrative costs, which are subject to a standard 10 percent cap. The state matching component of the ESG grants has been waived for purposes of this emergency funding. The remaining \$2 billion will be released based on community needs which will be assessed by the U.S. Department of Housing and Urban Development (HUD).

#### *Community Development Block Grant*

The CARES Act provides \$5 billion for the Community Development Block Grant (CDBG), including \$2 billion for previous grantees in Fiscal Year 2020 such as the City, to be allocated within 30 days of enactment of the CARES Act (March 27, 2020). The City utilizes CDBG funds for its housing assistance programs as well as CHSP. CDBG is allocated to localities and states with 70% allocated to cities of over 50,000 and counties of over 200,000. The remaining 30% is allocated to states. In Florida, such funds are distributed through the Florida Department of Economic Opportunity (DEO) Small Cities Community Development Grant Program for which

Leon County could be eligible. In previous years, the County has received funding through the program for housing and economic development.

### *Housing*

The CARES Act provides \$3 billion for housing providers to help more than 4.5 million low-income households made up of more than 9.6 million individuals currently assisted by HUD. The purpose of this funding is to encourage low-income household members to safely remain in their homes and provide them with access to temporary housing assistance in response to economic and housing disruptions caused by COVID-19. This funding will help low-income and working class Americans avoid evictions and minimize any impacts caused by loss of employment, and child care, or other unforeseen circumstances related to COVID-19. This includes:

- \$1.935 billion to allow public housing agencies (PHAs) such as the Tallahassee Housing Authority to keep over 3.2 million Section 8 voucher and public housing households stably housed.
- \$1 billion to allow the continuation of housing assistance contracts with private landlords for over 1.2 million Project-Based Section 8 households.
- \$685 million for the Public Housing Operating Fund, distributed to PHAs
- \$65 million for Housing Opportunities for Persons with AIDS in order to maintain rental assistance and expand operational and administrative flexibilities for housing and supportive service providers to assist nearly 61,000 households. Given that this population is particularly vulnerable, the bill includes temporary relocation services to contain and prevent the spread of COVID-19 for these at-risk households.
- \$50 million for housing for the elderly.
- \$2.5 million for fair housing activities and \$5 million for the HUD Office of Inspector General.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Agenda Item #13

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Bond Community Health Center and Neighborhood Medical Center Funding Request for COVID-19 Response

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Human Services and Community Partnerships Tiffany Y. Harris, Healthcare Services Coordinator

### **Statement of Issue:**

This agenda item seeks Board consideration of requests from Bond Community Health Center (Bond) and Neighborhood Medical Center (NMC) to amend their respective agreements and realign budgeted Primary Healthcare Program funds to address unanticipated financial impacts of COVID-19.

### **Fiscal Impact:**

This item has a fiscal impact. Should the Board approve the request by Bond and NMC, there is funding available in the budgeted FY 2020 Primary Healthcare Program. The request is to advance \$73,683 to Bond and \$145,111 to NMC, for a total of \$218,794 for the months of March, April, and May with an option to consider similar advance funding for June 2020. Funding is currently paid upon receipt of documentation of patient visits.

### **Staff Recommendations:**

- Option #1: Approve the request to amend the Agreements with Bond Community Health Center, Inc. and Neighborhood Medical Center, Inc. (Attachments #1 and #2) and advance funds in the amount of \$73,683 to Bond and \$145,111 to NMC from the Primary Health Care Program and authorize the County Administrator to execute.
- Option #2: Authorize the County Administrator to advance funds from the Primary Healthcare Program for June 2020 if needed, in accordance with the Amended Agreements with Bond Community Health Center, Inc., and Neighborhood Medical Center, Inc.

## **Report and Discussion**

### **Background:**

This agenda item seeks Board consideration of requests from Bond Community Health Center (Bond) and Neighborhood Medical Center (NMC) to amend their respective Agreements and realign Primary Healthcare Program funds to address unanticipated financial impacts from COVID-19. On March 18, 2020, Bond and NMC submitted a joint letter to the County requesting emergency funding to address the increased clinical demands at their respective health care facilities in response to COVID-19 (Attachment #3). Funds are available in the FY 2020 Primary Healthcare Program budget to support this request. Bond and NMC both concur with the recommendations presented in this item.

Bond and NMC are federally qualified health care (FQHC) agencies that provide medical services to low-income residents. As FQHC providers, Bond and NMC receive annual funding from the U.S. Department of Health and Human Services (HHS). The County contracts annually with Bond and NMC to provide primary health, dental, and mental health care services to Leon County residents. Upon delivery of services, the providers are reimbursed from the Primary Healthcare Competitive Provider Reimbursement Pool funds. (Competitive Pool). A qualifying patient must be an uninsured or underinsured Leon County resident and have a household income that is 100% below the federal poverty level. Each provider is reimbursed for services rendered at a rate of \$125 for each primary or dental care visit and \$80 for each mental health care visit. Bond and NMC must also document the patient visits through the County's HSCP Management System and include supporting documentation that verifies the patients meets the eligibility requirements.

In addition to the annual contracts, on September 17, 2019 the Board approved the advancement of \$324,654 from the Competitive Pool funds to The Agency for Health Care Administration (AHCA) as the required local match to allow Bond and NMC to access \$696,341 in federal Low Income Pool (LIP) funds. AHCA distributes the LIP funds and the County's matching funds totaling 1,020,995 to Bond and NMC. According to AHCA, three-fourths of the funding (\$765,747) was distributed to the two agencies on March 11, 2020. Bond received \$323,650 and NMC received \$442,097. The remaining funds (\$255,248) are expected to be distributed to Bond and NMC by June 30, 2020.

### **Analysis:**

Bond and NMC are requesting emergency funding to address the increased clinical demand that they have experienced in responding to the COVID-19 pandemic. Following receipt of their request, staff met with the two health care providers to discuss their immediate needs. According to Bond and NMC, they are only providing services to those with the most critical medical needs (e.g. examinations of pregnant mothers, vaccinations of newborn babies, etc.) and screening and testing for COVID-19 to mitigate the spread of the virus. Services such as wellness check examinations and routine dental procedures have been suspended until further notice. The screening and testing of patients that report symptoms of COVID-19 are isolated from other patients prior to entry into each health care provider's facility.



Title: Bond Community Health Center and Neighborhood Medical Center Funding Request for COVID-19 Response

April 14, 2020

Page 3

---

Bond and NMC state that based on their capacity they have prioritized services for those with critical medical needs and COVID-19 symptoms. As a result, general primary care and dental care patient visits are reimbursable through the Competitive Pool have been minimal over the past few months. The Leon County Health Department is directing people with symptoms of COVID-19 that do not have a primary care physician, to Bond and NMC, which has increased the number of new patients and the volume of services needed. As a result, many of the patient visits are not eligible for the Competitive Pool because they do not provide the appropriate documentation needed to verify that they qualify for the program (such as income documentation). Since March, Bond and NMC have screened and/or tested over 318 patients for COVID-19.

Additionally, the screening and/or testing of COVID-19 has required the additional purchase of personal protective equipment (PPE) such as gloves, gowns, and face masks, which was not considered in their current budget. Bond and NMC both report that COVID-19 screenings and testing has significantly reduced their PPE inventory. Bond and NMC staff have also been assisting with at the Northwood Mall community testing site which has increased their personnel costs for overtime and hazardous pay. In addition, the cost associated with processing the test results, which average \$69 per test have impacted the budget of both health care providers. As more people report symptoms of COVID-19, Bond and NMC anticipate an influx of patients that will further strain their limited funds.

The federal government has taken several actions that are expected to provide financial support to FQHCs like Bond and NMC. On March 18, 2020, Congress passed, and President Trump signed, legislation that provides funding to ensure free testing for COVID-19. On March 24, 2020, HHS announced \$100 million to FQHCs to support more COVID-19 testing, telehealth and the acquisition of PPEs. Bond received \$65,532 and NMC received \$75,646. Additionally, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) approved by Congress and signed by President Trump, includes \$1.32 billion for FQHCs. As mentioned previously, on March 11, 2020, AHCA distributed \$765,747 (\$323,650 - Bond; \$442,097 - NMC) to the two agencies which is a combination of LIP and County funding. The remainder of the funding (\$255,248) is expected to be provided to Bond and NMC by June 30, 2020.

Additional funding from the federal government is expected to be provided to FQHCs within the next 60-90 days. In the interim, in order to respond to Bond and NMC's immediate financial need as presented in its joint request, it is recommended that the Board provide Bond and NMC advanced funding in the amount of amount of \$145,111 to NMC and \$73,683 to Bond for a total of \$218,794. These funds are available in the primary care and dental care categories of the Competitive Pool. The recommended amount reflects projected primary care reimbursements visits for the months of March, April, and May which the two agencies were expected to report based on their respective visitation rate for the current fiscal year. Based on the funding remaining in the Competitive Pool, NMC is anticipated to receive an average of \$48,370 a month in primary care and dental care visits reimbursements while Bond will average \$24,561 a month. However, as previously mentioned, the agencies have experienced a reduction in the number of patient visits that would be eligible for reimbursements due to their active response to the COVID-19 pandemic. As a result, the number of visits that would be submitted through the HSCP system for the months

of March, April, and May would not accurately reflect the significant increase in patient care associated with COVID-19.

The Amendments to the Agreements would provide each agency advance funding equivalent to the amount that they were anticipated to receive prior to COVID-19. The funds could be used for primary care and dental care visits, screening and testing of COVID-19 including lab fees, and operational costs such as PPEs and utilities. Bond and NMC would not be required to document patient visits through the HSCP System for the advanced funds, but instead must provide by September 30, 2020 a report detailing the utilization of the funds, including the total number of primary care and dental care visits provided as well as COVID-19 screenings and testing conducted during the months of March, April, and May. Bond and NMC would still be required to document the number of visits for mental health care provided for the months of March, April and May.

The Amendments also proposed that the County has the option to consider extending additional primary care advance payments for June 2020 should the agencies request. Bond and NMC would be required to provide a financial report on any funding they received from the federal government and/or State of Florida directly to address COVID-19 prior to being considered for any additional advancements. Additional advancement of funds for June 2020 would align with the projections and the terms of the March, April, and May reporting requirements.

Apalachee which also utilizes the Competitive Pool funds has not requested emergency funding. The projected funding for March, April, and May as well as June would ensure that Apalachee has access to funds for reimbursement of primary care services based on its projected visitation rate.

Bond and NMC would continue to be required to input data and submit invoices through the HSCP System for mental health care visits for the three months as well as June if advance primary care and dental care funding are provided. The input of data and the submittal of invoices for all health care categories (primary, mental, and dental) would remain the same for remainder of the fiscal year (July-September).

**Options:**

1. Approve the request to amend the Agreements with Bond Community Health Center, Inc. and Neighborhood Medical Center, Inc. (Attachments #1 and #2) and advance funds in the amount of \$73,683 to Bond and \$145,111 to NMC from the Primary Health Care Program and authorize the County Administrator to execute.
2. Authorize the County Administrator to advance funds from the Primary Healthcare Program for June 2020 if needed, in accordance with the Amended Agreements with Bond Community Health Center, Inc., and Neighborhood Medical Center, Inc.
3. Do not approve the request to amend the Agreements with Bond Community Health Center, Inc. and Neighborhood Medical Center, Inc. to provide funding advancements for response to COVID-19.
4. Do not authorize the County Administrator to consider extending additional primary care advance funding for June 2020 in accordance with the Amendments to the Agreements with Bond Community Health Center, Inc. and Neighborhood Medical Center, Inc.
5. Board direction.

**Recommendations:**

Options #1 and #2

**Attachments:**

1. Proposed Amendment to FY 2020 Agreement with Bond Community Health Center
2. Proposed Amendment to FY 2020 Agreement with Neighborhood Medical Center
3. Joint letter from Bond Community Health Center and Neighborhood Medical Center

## ADDENDUM TO PRIMARY HEALTHCARE SERVICES AGREEMENT

THIS ADDENDUM , by and between LEON COUNTY, FLORIDA, charter county and a political subdivision of the State of Florida, (the “County”), and BOND COMMUNITY HEALTH CENTER, INC., (the “Contractor”), collectively referred to as the “Parties,” is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

### RECITALS

WHEREAS, the Board of County Commissioners approved the Primary Healthcare Services Agreement (“Agreement”) with Contractor on November 12, 2019 for the provision of primary health care, dental care and mental health services, a copy of the Agreement is attached hereto as Exhibit “A;” and

WHEREAS, the Agreement provided for advanced funding of \$137,218, in order access additional federal funds (Low Income Pool funds), while additional funds from the Primary HealthCare Competitive Pool were to be reimbursed upon a first-come, first served basis upon the receipt of required proof of services performed; and

WHEREAS, on March 18, 2020, the Contractor requested emergency funding to address the increase of care and operational costs in response to the COVID-19 pandemic; and

WHEREAS, the parties wish to amend the Agreement to allow for additional advanced funding from the Primary Healthcare Competitive Pool to accommodate the emergency funding request.

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In addition to those funds advanced in Section 4, Contract Sum, Paragraph 1 of the Agreement, County agrees to advance an additional **Seventy Three Thousand Six Hundred Eighty-Three dollars and no/100 (\$73,683.00)** to the Contractor (the “Advanced Funds”) for primary care visits, screening and testing of COVID-19 including lab fees, and operational costs such as personal protective equipment (PPEs) and utilities. Funds shall be expended upon the submittal of an appropriate invoice to the County by the Contractor.

2. The funding provided by the County shall be in lieu of reimbursements for primary care and dental visits for the months of March, April, and May 2020. The Contractor shall not input client data, client eligibility documentation, and/or submit invoices for the reimbursements of primary care and dental visits through the HSCP Management System associated with the Advanced Funds for the months of March, April, and May 2020. However, the Contractor must continue to input client data, client eligibility documentation, and submit invoices for the reimbursements of mental health visits for the months of March, April, and May 2020.

3. The County agrees to consider the advancement of an additional **Twenty-Five Thousand Five Hundred Sixty-One dollars no/100 (\$25,561.00)** (the “Additional Advancement”) of primary care and dental funding for the month of June 2020 should the Contractor request additional funding. Section 2 of this addendum shall apply for any advancement in the month of June 2020. Funds shall be expended upon the submittal of an appropriate invoice to the County by the Contractor.

- a. The Contractor must provide a financial report to the County on any funding provided by the federal government and/or State of Florida directly to the Contractor for COVID-19 with a request for the Additional Advancement for the County to consider.

4. By September 30, 2020, Contractor shall provide a written report indicating the services provided and the expenditures of the entire sum of the Advanced Funds and/or the Additional Advancement pursuant to this Addendum including the number of primary care and dental visits of uninsured Leon County residents and all COVID-19 screenings and testing conducted for the months in which Advanced Funds and/or the Additional Advancement are provided. If Contractor fails to provide documentation of expenditures set forth in this paragraph or said documentation shows that not all Advanced Funds and/or Additional Advancement were expended by September 30, 2020, the County may seek reimbursement of the balance of Advanced Funds and/or the Additional Advancement or may withhold additional funds until such documentation has been provided.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

WHERETO, the parties have set their hands and seals effective on the date first written above.

BOND COMMUNITY HEALTH CENTER, INC.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Temple O. Robinson, MD  
Chief Executive Officer

BY: \_\_\_\_\_  
Vincent S. Long  
County Administrator

ATTEST:

Gwendolyn Marshal, Clerk of the  
Court and Comptroller  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Chasity H. O'Steen  
County Attorney

## PRIMARY HEALTHCARE SERVICES 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 Bond Community Health Center, Inc., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

### RECITALS

WHEREAS, the County allocated funding from its General Revenue Fund for the provision of primary care, dental care and mental health services to residents of the County; and

WHEREAS, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool's Primary Healthcare Category in the amount of \$1,323,768, of which up to \$434,361 may be used for primary care visits, up to \$300,000 may be used for dental care visits, and up to \$114,753 may be used for mental health visits by the Contractor to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

WHEREAS, the County authorized and approved to provide matching funds (also known as Intergovernmental Transfers - IGT) up to \$137,218, on behalf of the Contractor to be distributed to the Agency for Health Care Administration's (AHCA) to allow the Provider access to Low Income Pool (LIP) funding; and

WHEREAS, the County desires to engage the Contractor to render services, and the Contractor desires to render certain primary, dental and mental health care services to such County residents as specifically described in Attachment I; and

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### SECTION 1: TERM

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2019 and ending on September 30, 2020.

### SECTION 2: SCOPE OF SERVICES

The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and incorporated by reference. No amount of work is provided for or guaranteed to the Contractor under this Agreement.

### SECTION 3: CONTRACT PERFORMANCE

The Contractor shall perform primary, dental and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary, dental and mental health care standards.

SECTION 4: CONTRACT SUM

1. The County shall advance \$137,218 of the funds from the Primary Healthcare Competitive Provider Pool to the Florida Agency for Health Care Administration on behalf of the Provider as grant match funds which will leverage an additional \$294,315 in federal funds for the Provider to provide services. The Provider must provide proof of expending the total amount of the advanced funds by performing the appropriate number of patient primary health care visits that represent the equivalency rate defined per visits that is required to exhaust the total funds advanced prior to seeking payment for services from the funds remaining in the Primary HealthCare Competitive Pool.
2. The Contractor may access only the remaining Primary Care, Dental Care and Mental Health funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit for Primary Care; \$125 per patient visit for Dental Care; \$80 per patient visit for Mental Health Care.

SECTION 5: PAYMENTS AND PAYMENT DISPUTES RESOLUTION

Payment shall be made, and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the 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. Payment conditions shall include the following:

1. Prior to submission of the Primary Healthcare monthly invoice, the Contractor shall input all client data, and all client eligibility documentation, including but not limited to, the required fields into the County's HSCP Management System as specified in Attachment I, Section A.3.b.
2. All Primary Healthcare invoices shall be generated through the County's HSCP Management System. Services are reimbursed when a properly completed invoice is submitted through the HSCP Management System. The method and amount of compensation to the Contractor for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.
3. Funding provided in this Agreement shall be prioritized so that designed Intergovernmental Transfers (IGT) funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes. The Contractor shall request reimbursement for Primary Care visits once \$137,218 in LIP match funding is exhausted.
4. In the event the Contractor fails to meet the established performance goals for LIP funding, the Contractor agrees to reimburse the County any unspent funds.
5. In the event the Contractor does not expend the total funds advanced in the amount of \$137,218 the Contractor shall reimburse the County the remaining funds.



6. The Contractor will not be paid for any services provided to Medicaid clients. Similarly, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
7. The County shall be reimbursed for any payment for services that are not performed according to the terms of this Agreement.

#### SECTION 6: PROGRAM INCOME

In the event the Contractor receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the income. All provisions of this Agreement shall apply to such specified services.

#### SECTION 7: TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Contractor such thirty (30) days written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Contractor.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

#### SECTION 8: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

#### SECTION 9: 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 reflected herein.

2. 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.
3. 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 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
5. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
  - d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County

upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**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  
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS  
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR  
918 RAILROAD AVENUE  
TALLAHASSEE, FL 32310  
PHONE: 850-606-1900  
EMIAL: HARRISTI@LEONCOUNTYFL.GOV**

SECTION 10: NOTICES

All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Bond Community Health Center, Inc.: Temple O. Robinson, MD  
Bond Community Health Center, Inc.  
1720 South Gadsden Street  
Tallahassee, FL 32301

Notice to the COUNTY: Shington Lamy, Director  
Leon County  
Office of Human Services and Community  
Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32310

SECTION 11: CONTRACT MANAGEMENT

1. The Healthcare Services Coordinator shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Primary Healthcare Services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.
2. No officer, employee, agent or representative of the Contractor shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.
3. For the purpose of this section, a Contractor's representative shall include, but not be limited to, the Contractor, an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Contractor.
4. The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

SECTION 12: MONITORING

The County will monitor the performance of the Contractor annually with respect to completion of the services identified in Attachment I: Statement of Provider Services. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement and interview any clients and employees of the Contractor to assure the County of the Contractor's satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor'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 Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

The County reserves the right to conduct financial and program monitoring of all awards to the Contractor and to perform an audit of all records. An audit by the County may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

SECTION 13: REPORTS

The Contractor shall submit a monthly report of Primary Care, Dental Care and Mental Health activity through the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services

and required patient information must be uploaded into the County's HSCP Management System. All patient documents are subject to review by County staff.

#### SECTION 14: INSURANCE

The Contractor shall procure and maintain for the duration of this 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, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance, where appropriate.

#### SECTION 15: INDEPENDENT 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.

#### SECTION 16: CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

#### SECTION 17: 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 Agreement, Contractor shall obtain the prior written consent of the County. The Parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary.

#### SECTION 18: ASSIGNMENTS

This Agreement shall not be assigned 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 it hereunder without the previous written consent of the County.

SECTION 19: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

SECTION 20: INDEPENDENT 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.

SECTION 21: CONFLICTING EMPLOYMENT

For the duration of this Agreement, the Contractor shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.

SECTION 22: LICENSES

The Contractor shall be responsible for obtaining and maintaining its city occupational license and 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 its license to operate, the Contractor shall be in default of this Agreement as of the date such license is lost.

SECTION 23: UNAUTHORIZED ALIEN(S) AND E-VERIFY

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. 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 termination of this Agreement by the County.

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. 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 County 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.
  - c. 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 any other authorized state agency consistent herewith.
  - d. 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 this Agreement.

#### SECTION 24: 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.

#### SECTION 25: VENUE

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

#### SECTION 26: COMPLIANCE WITH ANTI-DISCRIMINATION

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Contractor shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, disability, sexual orientation or gender identity.

SECTION 27: SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

SECTION 28: FORCE MAJEURE

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of disability. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

SECTION 29: SURVIVAL OF OBLIGATIONS

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

SECTION 30: COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

SECTION 31: SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

SECTION 32: DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to liquidated costs, which shall be addressed and resolved in accordance with Section 14 and disputes related to payments, which shall be addressed and resolved in accordance with Section 5.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:



- a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
- b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
- c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
- d. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
- e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

## 2. Attorneys' Fees and Costs.

- a. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

## SECTION 33: ALL TERMS AND CONDITIONS INCLUDED

This Agreement and its attachments as referenced, Attachment I and Exhibits A, B & C contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

BOND COMMUNITY HEALTH CENTER INC.

BY: Temple O. Robinson  
Temple O. Robinson, MD  
Chief Executive Officer

Date: 10/15/2019

LEON COUNTY, FLORIDA

BY: Vincent S. Long  
Vincent S. Long  
County Administrator



ATTEST:

Gwendolyn Marshall, Clerk of the  
Chief Court and Comptroller  
Leon County, Florida

BY: Gwendolyn Marshall

Approved as to Form:  
Leon County Attorney's Office

BY: Herbert W. A. Thiele  
for Herbert W. A. Thiele, Esq.  
County Attorney

## ATTACHMENT I

## STATEMENT OF PROVIDER SERVICES

## A. Services to be Provided

## 1. Definition of Terms

## Program Terms.

- a. **Primary Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. **Primary Care Client.** A person who has been determined to be eligible for primary care services and receives any client service funded by this agreement.
- c. **Dental Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- d. **Dental Care Bundles.** Comprehensive care for patients to receive all necessary dental services to include an exam and dental procedure(s) that will be completed at once visit and billed as one visit. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental bundle. (Exhibit A)
- e. **Mental Health Services.** Basic diagnostic procedures and drug or other therapeutic modalities (i.e. treatment plans) ordered or provided by the mental health practitioner in the course of treating the patient.
- f. **Mental Health Client.** A person who has been determined to be eligible for mental health services and receives any client service funded by this agreement.
- g. **Service Unit (Patient Visit).** Primary Care and/or Mental Health visit (throughout the agreement period) per eligible enrolled client.
- h. **Adult,** is any eligible client who is 18 years of age or older.
- i. **Child,** is any eligible client who is 17 years of age or younger.

## 2. General Description

## a. General Statement.

- (1) Primary Care Services must be provided by telemedicine or in an in

## ATTACHMENT I

person office visit which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.

- (2) Dental Care Services must be provided in an in-person office visit which includes basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient, along with ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- (3) Mental Health Services must be provided by telemedicine or in an in-person office visit. The Provider will employ psychiatrists and/or ARNPs and case managers to provide appropriate mental health services which include basic diagnostic procedures and drug, or other therapeutic modalities ordered or provided by the mental health practitioner in the course of treating the patient, along with ambulatory care, preventive mental health services and continuing management of the mental health care needs of registered clients.
- (4) Case managers will assist eligible patients in accessing any third-party payer for which they may be eligible, such as Medicaid and Florida Healthy Kids at every Visit.
- (5) Case managers will assist eligible patients in accessing other social services needs such as food, housing and transportation.
- (6) The Provider will provide all billable services under this agreement at Bond Community Health Center that meet the needs and requirements of the eligible patient, or Provider must arrange for the delivery of some or all of such services through one or more subcontractors.
- (7) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.

b. Authority.

Legal authority for contract and services – Sections 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider must provide the services as specified in section B. of this Attachment.

d. Major Program Goals.

The goal of the Primary Healthcare Program is to improve the health and well-being of

## ATTACHMENT I

eligible clients in the community through the delivery of primary healthcare, dental care and mental health access to persons without third party payers such as Medicaid for services which they may be eligible.

## 3. Clients Served.

## a. General Description.

A Primary Care, Dental Care and/or Mental Health Client includes any person who is eligible to be a patient of Bond Community Health Center, Inc., a Leon County resident, meets the federal poverty guidelines, needs medical and/or mental health care, and has no health insurance for the service provided at the time of the patient visit.

## b. Client Eligibility.

- (1) Eligibility for services under this agreement is limited to those clients with net incomes less than 100% of the most current federal poverty levels established by the U.S. Department of Health and Human Services. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care, dental care or mental health clients.
- (2) Clients eligible under this agreement are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures and documented proof of residency.
- (3) Clients eligible under this agreement are limited to documented telemedicine and in-person office visits.
- (4) No fees of any kind shall be charged for registered comprehensive primary care clients or mental health clients who are below 100% of the most current federal poverty levels for the patient visit reimbursed under this agreement.
- (5) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged and assisted by Provider's staff to pursue obtaining Medicaid.
- (6) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a

## ATTACHMENT I

statement of the policy must be added to the Client Participation Agreement (Exhibit B).

c. Client Determination.

The Provider must determine eligibility for enrollment into the Primary Healthcare Program. Eligibility, as defined in A.3.b., must be re-determined annually; however, Medicaid eligibility must be determined at every patient visit. A person determined ineligible has the right to request re-determination of eligibility at any time if his or her income and/or Medicaid status changes.

B. Manner of Service Provision

1. Service Tasks

a. Task List.

Provider must offer the following primary care services:

1. Ambulatory care services for children and adults consistent with acceptable medical practice and the standards and recommendations of the American Academy of Pediatrics, the American College of Physicians, or the American Academy of Family Physicians.
2. Preventive health services and continuing management of the healthcare needs of registered clients; including referral, when needed, for secondary or tertiary care.
3. Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
4. Dental services must be consistent with the acceptable practice and follow the standards of care set by the American Dental Association. Provider must provide services according to the Dental Care Bundles Services established in the agreement. Services must include prevention, treatment, follow up, and referral as needed. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental care bundle.
5. Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy

## ATTACHMENT I

of Pediatrics Standards of Child Health Care.

6. The primary care Provider must establish referral protocols with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
7. Clinic services should be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
8. Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
  - (a) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
  - (b) speaking to an answering service that will contact a health professional. The on-call health Provider must be a physician, physician assistant or an advance registered nurse practitioner.
  - (c) calling an answering machine that gives the caller the telephone number of the nearest emergency room.
9. Provider must offer the following mental health services:

ARNPs/Psychiatrists will

- a) provide mental health assessments
- b) assist with Patient Assistance Program (PAP) application for medications
- c) provide crisis intervention
- d) evaluate mental status
- e) evaluate medication needs
- f) maintain medication and physical history
- g) complete and maintain treatment plan
- h) perform other related duties as needed

Social Workers/Case Managers will

- a) assist clients to obtain Medicaid and/or Medicaid disability benefits
- b) evaluate services needed
- c) complete psychosocial history
- d) provide referrals to community resources
- e) assist with SSI application as needed
- f) provide crisis intervention
- g) complete a treatment plan

## ATTACHMENT 1

h) perform other related duties as needed

10. Client registration.

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as Exhibit B. Each client must also receive a copy of the Florida Patient's Bill of Rights and Responsibilities, Exhibit C, and a listing of the services that can be obtained through the Provider.

11. The Provider must deliver all of the primary care, dental care and mental health services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the Provider must offer to registered clients, the Provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

2. Staffing Requirements

a. Staffing Levels.

The Provider must maintain sufficient staff to deliver the agreed upon services. The Provider or its subcontractor will provide physicians, dentists, nurse practitioners, physician assistants, nurses, case managers and/or psychiatrists and other licensed health professionals with experience to provide the agreed upon services.

b. Professional Qualifications.

The Provider will maintain a personnel file for all staff provided under this agreement. All physicians, dentists, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care or mental health clients referenced in this agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.



ATTACHMENT I

c. Staffing Changes.

The County must be notified in writing of termination of employment of the Executive Director, Chief Executive Officer, or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in section B.2.a. above and the professional qualifications in B.2.b.

d. Subcontractors.

The Provider must deliver all of the primary care and mental health services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the County and will not include administrative or indirect costs as separate line items.

3. Service Location and Equipment

a. Service Delivery Location.

The services listed above must be provided at the following location or any of Bond's satellite locations:

Bond Community Health Center, Inc.  
1720 S. Gadsden Street  
Tallahassee, FL 32301

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times:

Clinic Hours:	
Monday - Thursday	8:00 a.m. to 6:00 p.m.
Friday	8:00 a.m. to 1:00 p.m.
Saturday	9:00 a.m. to 2:00 p.m.

Any hours of operation requested outside of these hours will be provided at the health center's expense.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or

## ATTACHMENT I

written notification to the County. Permanent changes (exceeding two weeks) require an agreement amendment.

Provider must notify the County in writing (letter or email) when scheduling for new patient appointments exceed one hundred twenty (120) days and scheduling for an established patient appointment exceeds ninety (90) days.

c. Changes in Location.

The County must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment.

The Provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Service Visits.

Service visits are defined as primary care, dental care or mental health visits, provided during the agreement period. Multiple visits for the same category may not be billed for any patient for the same date of service. Services are limited by the financial terms of this agreement.

b. Reports.

- (1) The Provider is required prior to submission of each monthly report to input into the County's HSCP Management System all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section A.3.b. of services provided under the agreement for the reporting period. All reports and invoices shall be generated through the County's HSCP Management System.

- (2) Monthly Service Report and Reimbursement Request

Provider must submit an electronic Monthly Service Report and Reimbursement Request in the HSCP Management System on or before the 30<sup>th</sup> day of the following month.

- (3) Uniform Data System Reports

## ATTACHMENT I

The Provider shall submit a copy of their completed FY19/20 Uniform Data System (UDS) Report to the County by **March 31, 2020**.

(4) Quarterly Clinical and Performance Data

The provider must submit by the 15<sup>th</sup> day at the end of each quarter a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, progress toward program goals, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(5) Quarterly Clinical and Performance Data

Provider must submit, no less than quarterly, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(6) Client Satisfaction Surveys.

All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey no less than quarterly. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit.

(7) Quality Assurance Review.

The Provider must hold at least one QA Committee meeting during the term of this agreement. Copies of the QA Committee minutes must be provided within 10 days upon request and made available for review during monitoring.

c. Records and Documentation.

All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, medical, social and financial data as well as the number and type of services received by clients of the Provider.

5. Performance Specifications

a. Standards Definitions.

The Provider must maintain the personnel sufficient to provide for patient services as described in the agreement.

## ATTACHMENT I

## b. Outcomes and Outputs.

The benefits that will result from this agreement are that the clients/patients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result, there will be an improved health status and better quality of life for those registered clients and the community.

The benefits of integrated mental health services are that the clients/patients will have mental health care and case management of their mental health needs. As a result, there will be an improved health status and better quality of life for the clients/ patients and the community.

## c. Monitoring and Evaluation Methodology.

In addition to Section 12 of the Agreement:

- (1) The Provider will be monitored a minimum of once per year. However, the County reserves the right to perform additional monitoring reviews as deemed necessary. Monitoring will be accomplished through a review of the case files, quality assurance reviews and patient satisfaction surveys, to verify that the information in reports is accurate and that the terms of the agreement are being met. Financial records, equipment and the facility will be monitored for compliance with the agreement.
- (2) Provider will receive a written report of the monitoring visit within 45 business days of the visit.
- (3) If a corrective action plan is indicated, the Provider must submit to the County, in writing, plans to correct the deficiencies within 30 calendar days of receiving the County's written monitoring report. The County may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

## 6. Provider Responsibilities

## a. Provider Unique Activities.

- (1) The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the County whenever the Provider is unable or is going to be unable to provide the required quality or quantity of services.

## b. Coordination with other Providers and Entities.

The Provider must coordinate services with other Providers and entities for the benefit of the client and within the terms of this agreement with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the

## ATTACHMENT I

client. The failure of other Providers to render services to the eligible client does not alleviate the Provider from the obligation to provide tasks or services as outlined in this agreement.

## 7. County Responsibilities

## a. Obligations.

The Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the agreement terms are being fulfilled according to the agreement specifications.

## b. Determinations.

The Leon County Office of Human Services and Community Partnerships shall have the final authority as to the amount of funds available for this agreement.

## C. Special Provisions

## 1. Grievance and Fair Hearing Procedure

The Provider must have a system through which clients may present grievances about patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the Provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten days after same. Whenever an applicant or recipient requests a fair hearing the Provider must make arrangements to provide such a hearing.

The Provider must notify the County each time a grievance is filed. All written complaints must be considered grievances.

**END OF TEXT**

## EXHIBIT A

**Leon County  
Primary Healthcare Competitive Provider Pool  
Dental Bundles**

The goal of the Primary Healthcare Dental Care is to deliver comprehensive care to patients by providing all necessary dental treatments. Dental Bundles have been established as a guideline for what the County considers as acceptable dental visits. The following Medicaid dental procedures are eligible for reimbursement. One or more of the procedures will be reimbursed as one visit. The procedure and any follow-up visits must be completed before an invoice can be submitted.

- A. Preventative (one or more of the following during a visit) – Dental services that are concerned with the prevention of dental diseases through educational and protective measures; these may include the following:
  - 1. Cleaning
  - 2. Cleaning and adjustment of dentures and partial dentures
  - 3. Polishing teeth, including fillings and crowns
  - 4. Removal of plaque and tartar
  - 5. Sealants (for children)
  - 6. Topical Fluoride application
  
- B. Diagnostic (one or more of the following, at a minimum an evaluation, during a visit) – Dental services used to detect dental problems and/or disease; these may include the following:
  - 1. Checking biting, chewing and swallowing patterns
  - 2. Evaluation
  - 3. Oral cancer examination and screening
  - 4. Referral to specialists for specific treatment
  - 5. X-rays or examination of teeth to detect decay
  - 6. Prescription
  
- C. Basic Restorative Care (one or more of the following during a visit) - Dental procedures to repair and restore individual teeth due to decay, trauma, impaired function, attrition, abrasion or erosion; these may include the following:
  - 1. Extractions
  - 2. Fillings
  
- D. Major Restorative Care (one or more of the following during a visit if services are currently offered by the Provider) - Dental procedures concerned with the restoration of teeth, these may include the following:
  - 1. Bridges
  - 2. Crowns
  - 3. Dentures
  - 4. Oral surgery (extractions) – post-op care is included
  - 5. Periodontics
  - 6. Root canals (endodontic) – only billed when final procedure is completed.

Exhibit B

### CLIENT PARTICIPATION AGREEMENT

This is to certify that \_\_\_\_\_  
(Name of Applicant)

SSN \_\_\_\_\_ and the following member(s) of his or her family may receive primary care medical services from **Bond Community Health Center, Inc.** for the period \_\_\_\_\_ through \_\_\_\_\_.

#### Eligible Family Members

- 1. \_\_\_\_\_ SSN \_\_\_\_\_
- 2. \_\_\_\_\_ SSN \_\_\_\_\_
- 3. \_\_\_\_\_ SSN \_\_\_\_\_
- 4. \_\_\_\_\_ SSN \_\_\_\_\_

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher-level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by medical personnel for my family and me. I will notify **Bond Community Health Center, Inc.** when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Date

Exhibit C

**SUMMARY OF THE FLORIDA PATIENT'S BILL OF  
RIGHTS AND RESPONSIBILITIES**

Florida law requires that your health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to bring any person of his or her choosing to the patient-accessible areas of the health care facility or provider's office to accompany the patient while the patient is receiving inpatient or outpatient treatment or is consulting with his or her health care provider, unless doing so would risk the safety or health of the patient, other patients, or staff of the facility or office or cannot be reasonably accommodated by the facility or provider.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment; whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.
- A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.
- A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the health care provider.
- A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.
- A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.



## ADDENDUM TO PRIMARY HEALTHCARE SERVICES AGREEMENT

THIS ADDENDUM , by and between LEON COUNTY, FLORIDA, charter county and a political subdivision of the State of Florida, (the “County”), and NEIGHBORHOOD MEDICAL CENTER, INC., (the “Contractor”), collectively referred to as the “Parties,” is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

### RECITALS

WHEREAS, the Board of County Commissioners approved the Primary Healthcare Services Agreement (“Agreement”) with Contractor on November 12, 2019 for the provision of primary health care, dental care and mental health services, a copy of the Agreement is attached hereto as Exhibit “A;” and

WHEREAS, the Agreement provided for advanced funding of \$187,436, in order access additional federal funds (Low Income Pool funds), while additional funds from the Primary HealthCare Competitive Pool were to be reimbursed upon a first-come, first served basis upon the receipt of required proof of services performed; and

WHEREAS, on March 18, 2020, the Contractor requested emergency funding to address the increase of care and operational costs in response to the COVID-19 pandemic; and

WHEREAS, the parties wish to amend the Agreement to allow for additional advanced funding from the Primary Healthcare Competitive Pool to accommodate the emergency funding request.

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In addition to those funds advanced in Section 4, Contract Sum, Paragraph 1 of the Agreement, County agrees to advance an additional **One Hundred Forty-Five Thousand One Hundred Eleven dollars and no/100 (\$145,111.00)** to Contractor (the “Advanced Funds”) for primary care visits, screening and testing of COVID-19 including lab fees, and operational costs such as personal protective equipment (PPEs) and utilities. Funds shall be expended upon the submittal of an appropriate invoice to the County by the Contractor.

2. The funding provided by the County shall be in lieu of reimbursements for primary care and dental visits for the months of March, April, and May 2020. The Contractor shall not input client data, client eligibility documentation, and/or submit invoices for the reimbursements of primary care and dental visits through the HSCP Management System associated with the Advanced Funds for the months of March, April, and May 2020. However, the Contractor must continue to input client data, client eligibility documentation, and submit invoices for the reimbursements of mental health visits for the months of March, April, and May 2020.

3. The County agrees to consider the advancement of an additional **Forty-Eight Thousand Three Hundred Seventy dollars no/100 (\$48,370.00)** (the “Additional Advancements”) of primary care and dental funding for the month of June 2020 should the Contractor request additional funding. Section 2 of this addendum shall apply for any advancement in the month of June 2020. Funds shall be expended upon the submittal of an appropriate invoice to the County by the Contractor.

- a. The Contractor must provide a financial report to the County on any funding provided by the federal government and/or State of Florida directly to the Contractor for COVID-19 with a request for the Additional Advancement for the County to consider.

4. By September 30, 2020, Contractor shall provide a written report indicating the services provided and the expenditures of the entire sum of the Advanced Funds and/or the Additional Advancements pursuant to this Addendum including the number of primary care and dental visits of uninsured Leon County residents and all COVID-19 screenings and testing conducted for the months in which Advanced Funds and/or the Additional Advancement are provided. If Contractor fails to provide documentation of expenditures set forth in this paragraph or said documentation shows that not all Advanced Funds and/or Additional Advancement were expended by September 30, 2020, the County may seek reimbursement of the balance of Advanced Funds and/or Additional Advancement or may withhold additional funds until such documentation has been provided.

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

WHERETO, the parties have set their hands and seals effective on the date first written above.

NEIGHBORHOOD MEDICAL CENTER, INC.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jeanne S. Freeman  
Chief Executive Officer

BY: \_\_\_\_\_  
Vincent S. Long  
County Administrator

ATTEST:

Gwendolyn Marshal, Clerk of the  
Court and Comptroller  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Chasity H. O'Steen  
County Attorney

## PRIMARY HEALTHCARE SERVICES 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 Neighborhood Medical Center, Inc., hereinafter referred to as (the "Contractor"), collectively referred to as (the "Parties").

### RECITALS

WHEREAS, the County allocated funding from its General Revenue Fund for the provision of primary care, dental care and mental health services to residents of the County; and

WHEREAS, the Leon County Commission authorized and approved funding for the Primary Healthcare Competitive Provider Pool's Primary Healthcare Category in the amount of \$1,323,768, of which up to \$434,361 may be used for primary care visits, up to \$300,000 may be used for dental care visits, and up to \$114,753 may be used for mental health visits by the Contractor to aid in increasing access to healthcare services for uninsured and indigent Leon County residents; and

WHEREAS, the County authorized and approved to provide matching funds (also known as Intergovernmental Transfers - IGT) up to \$187,436, on behalf of the Contractor to be distributed to the Agency for Health Care Administration's (AHCA) to allow the Provider access to Low Income Pool (LIP) funding; and

WHEREAS, the County desires to engage the Contractor to render services, and the Contractor desires to render certain primary, dental and mental health care services to such County residents as specifically described in Attachment I: and

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### SECTION 1: TERM

The length of this Agreement shall be for a term of twelve months beginning on October 1, 2019 and ending on September 30, 2020.

### SECTION 2: SCOPE OF SERVICES

The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the County, the work and services to be undertaken as set forth in Attachment I: Statement of Provider Services which is attached hereto and incorporated by reference. No amount of work is provided for or guaranteed to the Contractor under this Agreement.

### SECTION 3: CONTRACT PERFORMANCE

The Contractor shall perform primary, dental and mental health care services to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto the appropriate primary, dental and mental health care standards.

SECTION 4: CONTRACT SUM

1. The County shall advance \$187,436 of the funds from the Primary Healthcare Competitive Provider Pool to the Florida Agency for Health Care Administration on behalf of the Provider as grant match funds which will leverage an additional \$402,026 in federal funds for the Provider to provide services. The Provider must provide proof of expending the total amount of the advanced funds by performing the appropriate number of patient primary health care visits that represent the equivalency rate defined per visits that is required to exhaust the total funds advanced prior to seeking payment for services from the funds remaining in the Primary HealthCare Competitive Pool.
2. The Contractor may access only the remaining Primary Care, Dental Care and Mental Health funds in the Primary Healthcare Competitive Provider Pool on a first come, first-serve basis on the following reimbursement payment scale: \$125 per patient visit for Primary Care; \$125 per patient visit for Dental Care; \$80 per patient visit for Mental Health Care.

SECTION 5: PAYMENTS AND PAYMENT DISPUTES RESOLUTION

Payment shall be made, and payment disputes resolved in accordance with section 14, Leon County Policy 96-1, as amended. The performance of the 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. Payment conditions shall include the following:

1. Prior to submission of the Primary Healthcare monthly invoice, the Contractor shall input all client data, and all client eligibility documentation, including but not limited to, the required fields into the County's HSCP Management System as specified in Attachment I, Section A.3.b.
2. All Primary Healthcare invoices shall be generated through the County's HSCP Management System. Services are reimbursed when a properly completed invoice is submitted through the HSCP Management System. The method and amount of compensation to the Contractor for the performance of the Scope of Services under this Agreement is dependent upon the amount of funds available per service category. All invoice payments are subject to the availability of funds.
3. Funding provided in this Agreement shall be prioritized so that designed Intergovernmental Transfers (IGT) funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes. The Contractor shall request reimbursement for Primary Care visits once \$187,436 in LIP match funding is exhausted.
4. In the event the Contractor fails to meet the established performance goals for LIP funding, the Contractor agrees to reimburse the County any unspent funds.
5. In the event the Contractor does not expend the total funds advanced in the amount of \$187,436 the Contractor shall reimburse the County the remaining funds.

6. The Contractor will not be paid for any services provided to Medicaid clients. Similarly, Medicaid reimbursements should not be included on monthly invoices as a third-party reimbursement.
7. The County shall be reimbursed for any payment for services that are not performed according to the terms of this Agreement.

#### SECTION 6: PROGRAM INCOME

In the event the Contractor receives income/payment as a result of its performance of the required work or services after being reimbursed by the County, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the income. All provisions of this Agreement shall apply to such specified services.

#### SECTION 7: TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Contractor such thirty (30) days written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Contractor.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

#### SECTION 8: INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

#### SECTION 9: 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 reflected herein.

2. 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.
3. 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 2 above. The County may reproduce any written materials generated as a result of the Contractor's work.
4. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
5. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
7. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
  - a. Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
  - d. Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination

of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**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  
OFFICE OF HUMAN SERVICES AND COMMUNITY PARTNERSHIPS  
ATTN: TIFFANY HARRIS, HEALTHCARE SERVICES COORDINATOR  
918 RAILROAD AVENUE  
TALLAHASSEE, FL 32310  
PHONE: 850-606-1900  
EMIAL: HARRISTI@LEONCOUNTYFL.GOV**

SECTION 10: NOTICES

All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Neighborhood Medical Center, Inc.:	Jeanne S. Freeman, CEO Neighborhood Medical Center, Inc. 872 West Orange Avenue Tallahassee, FL 32310
Notice to the COUNTY:	Shington Lamy, Director Leon County Office of Human Services and Community Partnerships 918 Railroad Avenue Tallahassee, FL 32310



## SECTION 11: CONTRACT MANAGEMENT

1. The Healthcare Services Coordinator shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Primary Healthcare Services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.
2. No officer, employee, agent or representative of the Contractor shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.
3. For the purpose of this section, a Contractor's representative shall include, but not be limited to, the Contractor, an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Contractor.
4. The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

## SECTION 12: MONITORING

The County will monitor the performance of the Contractor annually with respect to completion of the services identified in Attachment I: Statement of Provider Services. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement and interview any clients and employees of the Contractor to assure the County of the Contractor's satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor'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 Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

The County reserves the right to conduct financial and program monitoring of all awards to the Contractor and to perform an audit of all records. An audit by the County may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

## SECTION 13: REPORTS

The Contractor shall submit a monthly report of Primary Care, Dental Care and Mental Health activity through the County's HSCP Management System. Reports shall be due no later than the thirtieth (30th) day of the month following the reporting period. Documentation of all services and required patient information must be uploaded into the County's HSCP Management System.

All patient documents are subject to review by County staff.

#### SECTION 14: INSURANCE

The Contractor shall procure and maintain for the duration of this 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, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor.

The Contractor shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon the execution of this contract, the Contractor shall furnish the County written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance, where appropriate.

#### SECTION 15: INDEPENDENT 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.

#### SECTION 16: CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

#### SECTION 17: 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 Agreement, Contractor shall obtain the prior written consent of the County. The Parties agree to renegotiate this Agreement if revision of any applicable laws or regulations makes changes in this Agreement necessary

#### SECTION 18: ASSIGNMENTS

This Agreement shall not be assigned 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 it hereunder without the previous written consent of the County.

#### SECTION 19: PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his/her knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

#### SECTION 20: INDEPENDENT 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.

#### SECTION 21: CONFLICTING EMPLOYMENT

For the duration of this Agreement, the Contractor shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.

#### SECTION 22: LICENSES

The Contractor shall be responsible for obtaining and maintaining its city occupational license and 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 its license to operate, the Contractor shall be in default of this Agreement as of the date such license is lost.

#### SECTION 23: UNAUTHORIZED ALIEN(S) AND E-VERIFY

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. 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 termination of this Agreement by the County.

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. 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 County 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.
  - c. 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 any other authorized state agency consistent herewith.
  - d. 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 this Agreement.

#### SECTION 24: 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.

#### SECTION 25: VENUE

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

#### SECTION 26: COMPLIANCE WITH ANTI-DISCRIMINATION

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Contractor shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, disability, sexual orientation or gender identity.

SECTION 27: SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

SECTION 28: FORCE MAJEURE

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of disability. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

SECTION 29: SURVIVAL OF OBLIGATIONS

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

SECTION 30: COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

SECTION 31: SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

SECTION 32: DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to liquidated costs, which shall be addressed and resolved in accordance with Section 14 and disputes related to payments, which shall be addressed and resolved in accordance with Section 5.

1. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
  - a. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.

- b. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
- c. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
- d. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
- e. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

## 2. Attorneys' Fees and Costs.

- a. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

## SECTION 33: ALL TERMS AND CONDITIONS INCLUDED

This Agreement and its attachments as referenced, Attachment I and Exhibits A, B & C contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

**WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.**

NEIGHBORHHOD MEDICAL CENTER INC.

BY: *Jeanne S. Freeman*  
Jeanne S. Freeman  
Chief Executive Officer

Date: 10/07/2019

LEON COUNTY, FLORIDA

BY: *Vincent S. Long*  
Vincent S. Long  
County Administrator



ATTEST:

Gwendolyn Marshall, Clerk of the  
Chief Court and Comptroller  
Leon County, Florida

BY: *Gwendolyn Marshall*

Approved as to Form:  
Leon County Attorney's Office

for BY: *Herbert W. A. Thiele*  
Herbert W. A. Thiele, Esq  
County Attorney

## ATTACHMENT I

## STATEMENT OF PROVIDER SERVICES

## A. Services to be Provided

## 1. Definition of Terms

## Program Terms.

- a. **Primary Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive health services and continuing management of the health care needs of registered clients.
- b. **Primary Care Client.** A person who has been determined to be eligible for primary care services and receives any client service funded by this agreement.
- c. **Dental Care Services.** Basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient at an in-person office visit. This also includes ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- d. **Dental Care Bundles.** Comprehensive care for patients to receive all necessary dental services to include an exam and dental procedure(s) that will be completed at once visit and billed as one visit. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental bundle. (Exhibit A)
- e. **Mental Health Services.** Basic diagnostic procedures and drug or other therapeutic modalities (i.e. treatment plans) ordered or provided by the mental health practitioner in the course of treating the patient.
- f. **Mental Health Client.** A person who has been determined to be eligible for mental health services and receives any client service funded by this agreement.
- g. **Service Unit (Patient Visit).** Primary Care and/or Mental Health visit (throughout the agreement period) per eligible enrolled client.
- h. **Adult.** is any eligible client who is 18 years of age or older.
- i. **Child.** is any eligible client who is 17 years of age or younger.

## 2. General Description

## a. General Statement.

- (1) Primary Care Services must be provided by telemedicine or in an in



## ATTACHMENT I

person office visit which include basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the primary care practitioner in the course of treating the patient, along with ambulatory care, preventive health services and continuing management of the health care needs of registered clients.

- (2) Dental Care Services must be provided in an in-person office visit which includes basic diagnostic procedures and drug or other therapeutic modalities ordered or provided by the dentist in the course of treating the patient, along with ambulatory care, preventive dental health services and continuing management of the dental health care needs of registered clients.
- (3) Mental Health Services must be provided by telemedicine or in an in-person office visit. The Provider will employ psychiatrists and/or ARNPs and case managers to provide appropriate mental health services which include basic diagnostic procedures and drug, or other therapeutic modalities ordered or provided by the mental health practitioner in the course of treating the patient, along with ambulatory care, preventive mental health services and continuing management of the mental health care needs of registered clients.
- (4) Case managers will assist eligible patients in accessing any third-party payer for which they may be eligible, such as Medicaid and Florida Healthy Kids at every Visit.
- (5) Case managers will assist eligible patients in accessing other social services needs such as food, housing and transportation.
- (6) The Provider will provide all billable services under this agreement at Neighborhood Medical Center that meet the needs and requirements of the eligible patient, or Provider must arrange for the delivery of some or all of such services through one or more subcontractors.
- (7) Applicable federal, state and local laws, regulations, administrative rules, policies, and procedures must be adhered to.

b. Authority.

Legal authority for contract and services – Sections 154.01, and 154.011, F.S.

c. Scope of Service.

The Provider must provide the services as specified in section B. of this Attachment.

d. Major Program Goals.

The goal of the Primary Healthcare Program is to improve the health and well-being of eligible clients in the community through the delivery of primary healthcare, dental care

## ATTACHMENT I

and mental health access to persons without third party payers such as Medicaid for services which they may be eligible.

## 3. Clients Served.

## a. General Description.

A Primary Care, Dental Care and/or Mental Health Client includes any person who is eligible to be a patient of Neighborhood Medical Center, Inc., a Leon County resident, meets the federal poverty guidelines, needs medical and/or mental health care, and has no health insurance for the service provided at the time of the patient visit.

## b. Client Eligibility.

- (1) Eligibility for services under this agreement is limited to those clients with net incomes less than 100% of the most current federal poverty levels established by the U.S. Department of Health and Human Services. Only individuals meeting eligibility criteria shall be registered as comprehensive primary care, dental care or mental health clients.
- (2) Clients eligible under this agreement are limited to those who have been verified to be Leon County residents employing the Provider's usual eligibility screening practices and procedures and documented proof of residency.
- (3) Clients eligible under this agreement are limited to documented telemedicine and in-person office visits.
- (4) No fees of any kind shall be charged for registered comprehensive primary care clients or mental health clients who are below 100% of the most current federal poverty levels for the patient visit reimbursed under this agreement.
- (5) Clients who are not currently receiving Medicaid and who appear to meet the income and categorical eligibility requirements of Medicaid should be strongly encouraged and assisted by Provider's staff to pursue obtaining Medicaid.
- (6) It is permissible to purge from the pool of eligible clients, during the eligibility re-determination period, those who have not sought services in one year. This action may be taken only after the client is notified, in writing, of the need to re-determine eligibility and no response occurs within one month. Documentation of this notification must be maintained in the client's file. If this policy is followed by the Provider, then a statement of the policy must be added to the Client Participation Agreement (Exhibit B).

## ATTACHMENT I

## c. Client Determination.

The Provider must determine eligibility for enrollment into the Primary Healthcare Program. Eligibility, as defined in A.3.b., must be re-determined annually; however, Medicaid eligibility must be determined at every patient visit. A person determined ineligible has the right to request re-determination of eligibility at any time if his or her income and/or Medicaid status changes.

## B. Manner of Service Provision

## 1. Service Tasks

## a. Task List.

Provider must offer the following primary care services:

1. Ambulatory care services for children and adults consistent with acceptable medical practice and the standards and recommendations of the American Academy of Pediatrics, the American College of Physicians, or the American Academy of Family Physicians.
2. Preventive health services and continuing management of the healthcare needs of registered clients; including referral, when needed, for secondary or tertiary care.
3. Primary care services including, but not limited to, basic diagnostic procedures and drug or other therapeutic services ordered or provided by the primary care practitioner in the course of treating the patient.
4. Dental services must be consistent with the acceptable practice and follow the standards of care set by the American Dental Association. Provider must provide services according to the Dental Care Bundles Services established in the agreement. Services must include prevention, treatment, follow up, and referral as needed. One eligible Medicaid reimbursed procedure must be completed during the visit to qualify for a one visit reimbursement dental care bundle.
5. Early Periodic Screening Diagnostic and Treatment Services (EPSDT), child health supervision and coordination with improved pregnancy outcome programs. Child health supervision services shall follow the periodic schedule and include the services as established by the American Academy of Pediatrics Standards of Child Health Care.

## ATTACHMENT I

6. The primary care Provider must establish referral protocols with other programs to include, but not limited to, eligible clients served through Developmental Services, Department of Children and Families, Children's Medical Services and its Regional Perinatal Intensive Care Center Programs and other County Health Department programs.
7. Clinic services should be offered during early morning and evening hours to provide access for clients who may be unable to come to the clinic during normal hours of operation.
8. Twenty-four hour telephone access must be provided for all registered clients for the handling of after-hours inquiries, medical emergencies and referral services. Access includes:
  - (a) speaking directly to a health professional who can make a medical judgment as to whether a referral to the emergency room should be made;
  - (b) speaking to an answering service that will contact a health professional. The on-call health Provider must be a physician, physician assistant or an advance registered nurse practitioner.
  - (c) calling an answering machine that gives the caller the telephone number of the nearest emergency room.
9. Provider must offer the following mental health services:

ARNPs/Psychiatrists will

- a) provide mental health assessments
- b) assist with Patient Assistance Program (PAP) application for medications
- c) provide crisis intervention
- d) evaluate mental status
- e) evaluate medication needs
- f) maintain medication and physical history
- g) complete and maintain treatment plan
- h) perform other related duties as needed

Social Workers/Case Managers will

- a) assist clients to obtain Medicaid and/or Medicaid disability benefits
- b) evaluate services needed
- c) complete psychosocial history
- d) provide referrals to community resources
- e) assist with SSI application as needed
- f) provide crisis intervention
- g) complete a treatment plan
- h) perform other related duties as needed

## ATTACHMENT I

## 10. Client registration.

Each client must sign a client participation agreement which acknowledges that the client understands the services that will be provided, the limits of the Provider's service capability and the responsibilities of the client. A sample participation agreement is provided as Exhibit B. Each client must also receive a copy of the Florida Patient's Bill of Rights and Responsibilities, Exhibit C, and a listing of the services that can be obtained through the Provider.

11. The Provider must deliver all of the primary care, dental care and mental health services, or it must arrange for the delivery of some or all of such services through one or more subcontractors. In addition to the primary care services which the Provider must offer to registered clients, the Provider is responsible for assisting such clients in accessing other medical and related services which are necessary for the client and the client's family's health and well-being.

## 2. Staffing Requirements

## a. Staffing Levels.

The Provider must maintain sufficient staff to deliver the agreed upon services. The Provider or its subcontractor will provide physicians, dentists, nurse practitioners, physician assistants, nurses, case managers and/or psychiatrists and other licensed health professionals with experience to provide the agreed upon services.

## b. Professional Qualifications.

The Provider will maintain a personnel file for all staff provided under this agreement. All physicians, dentists, nurse practitioners, physician assistants, nurses and other licensed health professionals that provide any service to primary care or mental health clients referenced in this agreement must have a current license to practice in the State of Florida, and proof of said license. Commissioned Public Health Service Corps Officers are exempt from having a Florida license.

The health care professionals must practice according to the constraints of their individual practice acts and protocols. The physician and other health care professionals assisting with providing care must have demonstrated knowledge and skills in the area of the procedure they will be assisting with or performing.

Professional personnel records should document training as appropriate to their individual practice. Each personnel record must also outline the current job description with minimum qualifications for that position.

## c. Staffing Changes.

The County must be notified in writing of termination of employment of the Executive

ATTACHMENT I

Director, Chief Executive Officer, or equivalent position within 10 days of termination. This notification must describe the interim arrangements, if any, to fill the position. The name of the person assuming the position must be provided to the County in writing within 10 days of hiring.

Other staffing changes may be made as long as the staff members continue to meet the staffing levels in section B.2.a. above and the professional qualifications in B.2.b.

d. Subcontractors.

The Provider must deliver all of the primary care and mental health services itself, or it must arrange for the delivery of some or all of such services through one or more subcontractors. All subcontractors are subject to the same conditions of this attachment. Subcontracts must be approved by the County and will not include administrative or indirect costs as separate line items.

3. Service Location and Equipment

a. Service Delivery Location.

The services listed above must be provided at the following location or any of Neighborhood’s satellite locations:

Neighborhood Medical Center  
438 W. Brevard Street  
Tallahassee, FL 32301

Richardson-Lewis Health Center  
872 W. Orange Ave.  
Tallahassee, FL 32310

Smith-Williams Center  
2295 Pasco St.  
Tallahassee, FL 32310

Cecil V. Butler Dental  
604 E. 5<sup>th</sup> Avenue  
Havana, FL 32333

Millicent Holifield Health Academy  
3013 Jim Lee Road  
Tallahassee, FL 32301

Facilities in which the services are provided must be maintained so that, at all times, the facilities are in conformance to the standards required by local fire and health authorities or federal requirements, whichever are more stringent.

b. Service Times (Main Location 438 Brevard Street):

Clinic Hours:	
Monday – Wednesday	8:00 a.m. to 6:00 p.m.
Thursday	8:00 a.m. to 8:00 p.m.

## ATTACHMENT I

Friday

8:00 a.m. to 6:00 p.m.

Any hours of operation requested outside of these hours will be provided at the health center's expense.

Temporary changes in the clinic schedules (not to exceed two weeks) require a verbal or written notification to the County. Permanent changes (exceeding two weeks) require an agreement amendment.

Provider must notify the County in writing (letter or email) when scheduling for new patient appointments exceed one hundred twenty (120) days and scheduling for an established patient appointment exceeds ninety (90) days.

c. Changes in Location.

The County must be notified in writing of changes in the Provider's location at least one month prior to moving. In the event of an emergency, temporary changes in location must be made to assure the continuity of the program and the safety and welfare of the clients.

d. Equipment.

The Provider must use the appropriate type and quality equipment recommended by current medical standards for performance of primary care.

4. Deliverables

a. Service Visits.

Service visits are defined as primary care, dental care or mental health visits, provided during the agreement period. Multiple visits for the same category may not be billed for any patient for the same date of service. Services are limited by the financial terms of this agreement.

b. Reports.

- (1) The Provider is required prior to submission of each monthly report to input into the County's HSCP Management System all client data, including but not limited to the required fields and all client eligibility documentation as specified in Attachment I, Section A.3.b. of services provided under the agreement for the reporting period. All reports and invoices shall be generated through the County's HSCP Management System.

- (2) Monthly Service Report and Reimbursement Request

Provider must submit an electronic Monthly Service Report and Reimbursement

## ATTACHMENT I

Request in the HSCP Management System on or before the 30<sup>th</sup> day of the following month.

(3) Uniform Data System Reports

The Provider shall submit a copy of their completed FY19/20 Uniform Data System (UDS) Report to the County by **March 31, 2020**.

(4) Quarterly Clinical and Performance Data

The provider must submit by the 15<sup>th</sup> day at the end of each quarter a Quarterly Progress Report which includes a narrative component detailing partnerships, concerns, successes, progress toward program goals, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(5) Quarterly Clinical and Performance Data

Provider must submit, no less than quarterly, clinical and performance outcomes including, but not limited to, patient access, resource and referral coordination, disease management, patient compliance, and mental health services.

(6) Client Satisfaction Surveys.

All clients must receive quality medical care and be treated with dignity and respect. The Provider must distribute a client satisfaction survey no less than quarterly. The completed forms, including a summary document, will be reviewed and recorded during the scheduled monitoring visit.

(7) Quality Assurance Review.

The Provider must hold at least one QA Committee meeting during the term of this agreement. Copies of the QA Committee minutes must be provided within 10 days upon request and made available for review during monitoring.

c. Records and Documentation.

All information contained in health records is confidential, with access governed by state and federal laws. Included in the definition of confidential information is the name, address, medical, social and financial data as well as the number and type of services received by clients of the Provider.

5. Performance Specifications



## ATTACHMENT I

## a. Standards Definitions.

The Provider must maintain the personnel sufficient to provide for patient services as described in the agreement.

## b. Outcomes and Outputs.

The benefits that will result from this agreement are that the clients/patients will have ambulatory care, preventative health services, and continuing management of their health needs. As a result, there will be an improved health status and better quality of life for those registered clients and the community.

The benefits of integrated mental health services are that the clients/patients will have mental health care and case management of their mental health needs. As a result, there will be an improved health status and better quality of life for the clients/ patients and the community.

## c. Monitoring and Evaluation Methodology.

In addition to Section 12 of the Agreement:

- (1) The Provider will be monitored a minimum of once per year. However, the County reserves the right to perform additional monitoring reviews as deemed necessary. Monitoring will be accomplished through a review of the case files, quality assurance reviews and patient satisfaction surveys, to verify that the information in reports is accurate and that the terms of the agreement are being met. Financial records, equipment and the facility will be monitored for compliance with the agreement.
- (2) Provider will receive a written report of the monitoring visit within 45 business days of the visit.
- (3) If a corrective action plan is indicated, the Provider must submit to the County, in writing, plans to correct the deficiencies within 30 calendar days of receiving the County's written monitoring report. The County may provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

## 6. Provider Responsibilities

## a. Provider Unique Activities.

- (1) The Provider must maintain sufficient staff, facilities and equipment to deliver the agreed upon services, and agrees to notify the County whenever the Provider is unable or is going to be unable to provide the required quality or quantity of services.

## ATTACHMENT I

- b. Coordination with other Providers and Entities.  
The Provider must coordinate services with other Providers and entities for the benefit of the client and within the terms of this agreement with the written consent of the client. Written consent forms shall be valid for a period of one year, unless revoked by the client. The failure of other Providers to render services to the eligible client does not alleviate the Provider from the obligation to provide tasks or services as outlined in this agreement.

## 7. County Responsibilities

- a. Obligations.

The Leon County Office of Human Services and Community Partnerships has the sole responsibility to determine that the agreement terms are being fulfilled according to the agreement specifications.

- b. Determinations.

The Leon County Office of Human Services and Community Partnerships shall have the final authority as to the amount of funds available for this agreement.

## C. Special Provisions

- 1. Grievance and Fair Hearing Procedure

The Provider must have a system through which clients may present grievances about patient care services. The Provider must advise clients of: (1) their right to appeal denial or exclusion from the program or the failure to take account of recipient's choice of service, or a complaint about the quality of service and (2) their right to a fair hearing in these respects. Notice of the Provider's action or decision and the right to appeal must be given verbally and in writing in language the client understands, at the time of the decision or action, but no later than ten days after same. Whenever an applicant or recipient requests a fair hearing the Provider must make arrangements to provide such a hearing.

The Provider must notify the County each time a grievance is filed. All written complaints must be considered grievances.

**END OF TEXT**

## EXHIBIT A

**Leon County  
Primary Healthcare Competitive Provider Pool  
Dental Bundles**

The goal of the Primary Healthcare Dental Care is to deliver comprehensive care to patients by providing all necessary dental treatments. Dental Bundles have been established as a guideline for what the County considers as acceptable dental visits. The following Medicaid dental procedures are eligible for reimbursement. One or more of the procedures will be reimbursed as one visit. The procedure and any follow-up visits must be completed before an invoice can be submitted.

- A. Preventative (one or more of the following during a visit) – Dental services that are concerned with the prevention of dental diseases through educational and protective measures: these may include the following:
1. Cleaning
  2. Cleaning and adjustment of dentures and partial dentures
  3. Polishing teeth, including fillings and crowns
  4. Removal of plaque and tartar
  5. Sealants (for children)
  6. Topical Fluoride application
- B. Diagnostic (one or more of the following, at a minimum an evaluation, during a visit) – Dental services used to detect dental problems and/or disease: these may include the following:
1. Checking biting, chewing and swallowing patterns
  2. Evaluation
  3. Oral cancer examination and screening
  4. Referral to specialists for specific treatment
  5. X-rays or examination of teeth to detect decay
  6. Prescription
- C. Basic Restorative Care (one or more of the following during a visit) - Dental procedures to repair and restore individual teeth due to decay, trauma, impaired function, attrition, abrasion or erosion: these may include the following:
1. Extractions
  2. Fillings
- D. Major Restorative Care (one or more of the following during a visit if services are currently offered by the Provider) - Dental procedures concerned with the restoration of teeth, these may include the following:
1. Bridges
  2. Crowns
  3. Dentures
  4. Oral surgery (extractions) – post-op care is included
  5. Periodontics
  6. Root canals (endodontic) – only billed when final procedure is completed.

Exhibit B

### CLIENT PARTICIPATION AGREEMENT

This is to certify that \_\_\_\_\_  
(Name of Applicant)

SSN \_\_\_\_\_ and the following member(s) of his or her family may receive primary care medical services from **Neighborhood Medical Center, Inc.** for the period \_\_\_\_\_ through \_\_\_\_\_.

#### Eligible Family Members

- 1. \_\_\_\_\_ SSN \_\_\_\_\_
- 2. \_\_\_\_\_ SSN \_\_\_\_\_
- 3. \_\_\_\_\_ SSN \_\_\_\_\_
- 4. \_\_\_\_\_ SSN \_\_\_\_\_

These services have been explained to me. I certify that all information I have given regarding income and family size is true and correct to the best of my knowledge. I understand that although I, or a member of my family, may be referred for specialty care, hospitalization or other higher-level care, there is no obligation for the Provider to pay for these services. I understand that I am responsible for following the treatment prescribed by medical personnel for my family and me. I will notify **Neighborhood Medical Center, Inc.** when one of my family members cannot keep an appointment. If I do not use these services for one year, a letter may be sent advising me of the need to re-determine my eligibility, and if I do not respond within two weeks, my name may be removed from the client list. This does not prevent me from re-enrolling as an active client in the future.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Date

## Exhibit C

**SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES**

Florida law requires that your health care provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to bring any person of his or her choosing to the patient-accessible areas of the health care facility or provider's office to accompany the patient while the patient is receiving inpatient or outpatient treatment or is consulting with his or her health care provider, unless doing so would risk the safety or health of the patient, other patients, or staff of the facility or office or cannot be reasonably accommodated by the facility or provider.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment; whether the health care provider or health care facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.
- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.
- A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.
- A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the health care provider.
- A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.
- A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

March 18, 2020

Shington Lamy, Director  
Office of Human Services & Community Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32310

Mr. Lamy,

Bond and NMC have both had long standing partnerships with Leon County. It is based on this partnership that we are writing in follow-up to our discussion regarding the clinical demands related to Covid-19. This is a moving target for our health centers with many unknowns. What we do know is that we do not have the financial resources to handle the surge of worried Leon County residents that are presenting and will present for answers and care. We are already starting to see new walk-ins who are seeking services and our costs to care for them is outpacing our resources. This coupled with a downturn of “well-visit routine appointments”, is a recipe for disaster. Bond and NMC are helping to staff the city-wide drive-by testing program, but this does not address those who walk-in to our centers seeking care, and further tasks our staffing resources. This also does not account for the fact that we are being tasked with taking care of Leon county residents that are not our patients. We are being requested to test patients who have not been seen at our facilities before. We are healthcare professionals and with that comes commitment, we cannot turn these people away, nor do we want to, but we need to have the resources available to help meet the demands of the crisis that we are facing as a community.

Now is a time that we must support each other and do what we can to help heal this community. Right now, we need additional resources from the county to be able to staff and operate during this time. We are all facing challenging times, but we are on the front lines and are essential to this community.

During this state of emergency, Bond and NMC would like to request emergency funding from the county to see us through this crisis.

Sincerely,



Temple O. Robinson, MD  
Chief Executive Officer  
Bond Community Health Center, Inc.



Jeanné S. Freeman, MSP, MSW  
Chief Executive Officer  
Neighborhood Medical Center, Inc.

cc: Commissioner Bryan Desloge  
Commissioner William Proctor

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #14**

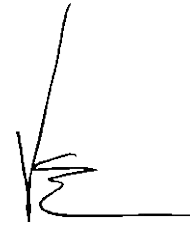
# Leon County Board of County Commissioners

## Agenda Item #14

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** Actions Taken in Response to the Financial Impact of COVID-19 and Tourist Development Tax Collections

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Scott Ross, Director, Office of Financial Stewardship Kerri L. Post, Director, Division of Tourism Dionte F. Gavin, Senior Operations Manager, Division of Tourism

### **Statement of Issue:**

This agenda item summarizes the actions taken in response to the anticipated financial impact of COVID-19 on the Tourist Development Taxes (TDT) collected on overnight stays in Leon County. TDT revenues fund the Leon County Division of Tourism and the Council on Culture and Arts (COCA).

### **Fiscal Impact:**

This item has a fiscal impact. \$2.088 million in reduced TDT collections is projected for the current fiscal year. \$1.65 million supports the County's Division of Tourism and \$435,021 supports COCA. This item details the actions steps being taken in response to the projected revenue reductions.

### **Staff Recommendation:**

Option #1: Accept the report on the actions taken in response to the financial impact of COVID-19 and Tourist Development Tax collections.



## Report and Discussion

### **Background:**

This agenda item summarizes the actions taken in response to the anticipated financial impact of COVID-19 on the Tourist Development Taxes (TDT) collected on overnight stays in Leon County. TDT revenues fund the Leon County Division of Tourism and the Council on Culture and Arts (COCA).

Tourism in Leon County is a \$1 billion a year industry employing 16,150 people and bolstered year-round by a variety of festivals, cultural activities, and athletic competitions. Leon County has enjoyed ten years of consecutive, record-breaking growth in visitation, visitor spending, job creation and TDT revenue paid by visitors. Leon County levies the full five cent (or percent) TDT authorized by state statute on overnight stays and budgeted \$5.9 million in anticipated TDT revenue for FY 2020. For Leon County, one cent of the TDT collections, or 20%, is dedicated to the Council on Culture and Arts (COCA) to administer the implementation of the Community Cultural Plan including the awarding of grant funds to local nonprofit organizations that provide arts and cultural programming activities. COCA's funding is provided through and managed by the Division of Tourism. The remaining four cents of TDT collections, or 80%, fully fund all Leon County Division of Tourism promotional and operational activities including marketing and public relations efforts for the destination, market research services, the Leon County Concert Series at the Capital City Amphitheater, operation of the Visitor Center, and grant programs to support community and sporting events of all sizes which attract visitors to the destination.

The destination attracts leisure travelers (the largest audience segment) with a variety of offerings including outdoor recreation, history and heritage, arts and culture, adult and youth sports activities, fans attending college athletic events, major events and festivals and growing culinary and craft brew segments. The Florida Legislature, higher education, and relatively smaller meetings, and conferences are all key drivers for business travel.

This item provides the latest TDT revenue projections for FY 2020 including the fiscal impact to both the Division of Tourism and COCA based on the 80/20 share of TDT revenues. A summary of the necessary expenditure reductions for the Division of Tourism is also provided in the analysis section.

At the time of this writing, COCA's Executive Director reported making a series of budget cuts and is preparing for further reductions of fixed costs. COCA's Executive Director plans to utilize COCA's reserve balance to keep the arts organization operating as needed, under the guidance of its Board of Directors, and does not anticipate staff reductions at this time. COCA is developing its financial action plan demonstrating its continued efforts to sustain arts and cultural organizations in the community. Staff will share the plan with the Board upon receipt from COCA.

**Analysis:**

The COVID-19 pandemic and the sustained global economic disruption surrounding the public health emergency has impacted governments, businesses, and individuals across the world. COVID-19 has dramatically changed the local economy and will significantly reduce County revenues in several areas, perhaps no more so than TDT generated from overnight stays which fund the Division of Tourism. The national, state, and local recommendations for social distancing, cancelation of public events, and closure of public venues evolved over the course of March 2020 but the economic turning point can be traced back to the full activation of the Emergency Operations Center (EOC) on March 10<sup>th</sup>. The local EOC was activated at the request of the Florida Department of Health to assist with providing coordination in response to COVID-19 following guidance by state health experts and Governor DeSantis recommending the cancellation of mass gatherings. Several days later on March 13<sup>th</sup>, the State announced a two-week closure of all K-12 public schools as many Florida families were readying to begin spring break. This unprecedented action garnered immediate attention and forced businesses and families to reassess their travel plans and needs. On March 20<sup>th</sup>, the Governor ordered the suspension of all on-premises food consumption at restaurants limiting these businesses to take-out and delivery services.

The adoption of social distancing requirements and stay-at-home policies greatly affect all aspects of the travel industry. Nationally, the safety of airports, airplanes, and cruise ships have captured the public's attention. Locally, the limited operations of the three universities including the cancellation of collegiate athletics, and the cancellation (or hopeful rescheduling) of the community's largest seasonal events (Springtime Tallahassee, Word of South Festival, LeMoyne Chain of Parks Art Festival, and the Leon County Concert Series at the Amphitheater) will result in a sharp and immediate decline in TDT revenues.

In Leon County, hotels have seen 100% cancellation of groups and meetings over the next 90 days, hotel occupancy rates have reportedly plummeted as low as 15-20% for large properties, all attractions are closed, and all restaurants have either closed or adapted their service to curbside pick-up or delivery. The resulting decline in TDT revenue will greatly impact the current FY 2020 budget for both the Division of Tourism and COCA, requiring immediate actions to align the budget with revised revenue projections. This economic disruption also prompted Tourism's emergency operation protocols in support of the industry.

**Division of Tourism Response Efforts**

On March 19, 2020 the Division of Tourism began hosting weekly conference calls with more than 50 industry partners to discuss the impact of COVID-19. Tourism has continued to provide industry partners with the latest information on the pandemic, travel guidelines, social distancing policies, stay-at-home orders, and available resources through these weekly calls and a special COVID-19 electronic newsletter. The hospitality industry has been very candid about the swift and monumental changes to their business operations in order to remain open including reductions in staffing levels, extremely low occupancy rates, and estimates on how long their respective businesses can sustain the current conditions. Likewise, staff informed the industry of the County's actions to prepare for potential long-term financial consequences including a hiring and

travel freeze, closure of the Visitor Information Center and Gift Shop, and ceasing all out-of-market media. Each of these measures are described in greater detail later in this analysis.

The Office of Economic Vitality (OEV) participates on these calls and was successful in encouraging participants to utilize available state and local business resources. In advance of the Blueprint Intergovernmental Agency Board's approval of the \$1 million COVID-19 Economic Disaster Relief (CEDR) Grant Program to sustain small businesses, the Division of Tourism and OEV described the planned stimulus program and application process so that the hospitality industry would be ready to immediately access the new program. The tourism and hospitality industry (restaurants, bars, hotels, and entertainment) accounted for 20% (95) of the 489 small businesses to receive emergency stimulus funds awarded by OEV over a 12-day period. In addition, both the Division of Tourism and OEV championed the Rally for Tally campaign to generate take-out business at restaurants that were forced to close on-site service during the pandemic.

For the industry and consumers, the Division of Tourism developed new pages and features on its website highlighting virtual events and local virtual experiences/tours to encourage future patronage. Prior to the Governor's stay-at-home order, Tourism was promoting a new 'Social Distancer' itinerary on its website which included the exploration of parks and trails, dog parks, and other passive activities. Tourism continues to promote the Open for Takeout website and database developed by OEV, providing contact information and the latest business hours for restaurants that continue to offer takeout services.

As the number of local COVID-19 cases continue to escalate, the Division of Tourism has begun coordinating with Leon County EMS and the Office of Human Services and Community Partnerships (HSCP) to identify alternative lodging options for homeless shelter residents and first responders that may contract the virus. The low occupancy and availability of small to mid-size hotel/motel properties may be needed soon to house, isolate, and quarantine symptomatic and COVID-19 positive individuals.

The uncertainty of how long these conditions will last affects the decisions that businesses and organizations make in response. The same can be said for the uncertainty in determining revenue projections based on an industry that has halted to a near complete stop with no clear expectation for when or if things will return to normal.

#### TDT Revenue Projections

Forecasting TDT revenues as a result of the COVID-19 pandemic is unique from previous downturns in the economy including the Great Recession because the impact was sudden and all-encompassing. Unlike market recessions which may affect specific industries or leisure travelers and allow for the industry to adjust accordingly, COVID-19 brought nearly all travel to a complete stop combined with an uncertain duration. It is too soon to tell with any certainty what travel may look like this summer or even this fall when the new fiscal year begins.

Title: Actions Taken in Response to the Financial Impact of COVID-19 and Tourist Development Tax Collections

April 14, 2020

Page 5

Based on preliminary feedback from the hospitality industry, the Division of Tourism worked with its market research firm, Downs and St. Germain Research, and the Office of Management and Budget to model projected changes in TDT revenue. Table #1 provides the latest TDT revenue projections as a result of COVID-19 showing nearly \$2.1 million (35%) less in collections for the current fiscal year. The table also shows the impact to both the Division of Tourism and COCA based on the 80/20 split of TDT collections.

**Table #1: Projected Tourist Development Tax Revenues (COVID-19)**

	<i>FY 2020 Budget</i>	<i>Revised FY 2020 Projections (COVID-19)</i>	<i>Projected Shortfall</i>
Division of Tourism	\$4,673,944	\$3,020,864	<b>\$1,653,080</b>
COCA 1-Cent	\$1,229,985	\$ 794,964	<b>\$ 435,021</b>
Total Revenue	\$5,903,929	\$3,815,828	<b>\$2,088,101</b>

To date, the County has five months of TDT revenue data through the month of February 2020. For the first five months the fiscal year, TDT revenues exceeded projections by 9%. The State has granted businesses additional time to file their monthly tax receipts so the Leon County Tax Collector anticipates the March TDT revenue report will not be available until late April or early May. The March revenue report will offer the first glimpse of the anticipated decline in revenues, but the April report will show the full impact of COVID-19 on the hospitality industry over the course of an entire month of stay-at-home policies and social distancing.

The TDT revenue projections in Table #1 assume a slow and gradual return toward normal travel and visitation starting in August and September. These assumptions will likely require modification as conditions with the pandemic continue to evolve over the coming months and as the County receives monthly tax collections data. However, the sudden and significant decline in TDT revenue necessitates immediate action to align the Division of Tourism's current FY 2020 budget with revised revenue projections anticipating a \$1.65 million shortfall. The following sections of this item identify broad cost saving measures and necessary expenditure reductions for the County to maintain a balanced budget based on the projected shortfall in TDT collections.

Immediate Cost Saving Measures

In the interest of employee safety and to best position the County for the balance of the current and next fiscal year, on March 18<sup>th</sup> the County Administrator suspended all non-essential travel and training. In addition, the County Administrator instituted a hiring freeze for all non-essential personnel. While most County departments have limited travel budgets related to the professional training opportunities, the Division of Tourism deploys sales and marketing teams throughout the country to compete for attracting sporting events, meetings, and conventions to the destination, as well as participate in consumer shows and travel media events. In light of the current pandemic, all travel has been discontinued and significant savings will be realized as a result of the travel freeze. In addition to the closure of libraries and cancellation of organized recreational activities at County parks to support social distancing measures, the Visitor Information Center and Gift Shop was closed on March 16<sup>th</sup>.

Title: Actions Taken in Response to the Financial Impact of COVID-19 and Tourist Development Tax Collections

April 14, 2020

Page 6

The Division of Tourism analyzed its expenses to identify immediate cost savings measures. Initial efforts focused on compliance with social distancing measures which discouraged, and later prohibited, large public gatherings. On March 13<sup>th</sup>, the County cancelled two of the three remaining Spring concerts planned as part of the Concert Series at the Capital City Amphitheater. One concert was rescheduled for Spring 2021. For the numerous community events, festivals, and sporting competitions planned throughout the Spring months that receive TDT funding, the County continues to work with those event planners to determine their next steps. Some have decided to cancel their events while others hope to reschedule to a later date. Staff anticipates that the County will realize cost savings for many of the cancelled events, but some will still require County funding based on contractual agreements for certain event costs that were expended in good faith.

Staff also began reviewing the contractual service providers for the Division of Tourism, specifically the monthly service fees and the programming funds for cost savings to align with the real-world changes to the tourism economy. The largest programmatic expenses for the Division of Tourism are the paid advertising and marketing services provided through the Zimmerman Agency. On March 17<sup>th</sup>, at the direction of the County Administrator, the Director of Tourism instructed the Zimmerman agency to immediately cease all paid advertising/media buys and digital production initiatives until further notice. This timely cost saving measure was imperative given the social distancing guidance recommended by health experts and the stay-at-home policies being implemented across the country. These immediate cost savings measures were enacted to best secure the County's financial interests and ensure that TDT funds were not being spent unnecessarily during the COVID-19 pandemic.

Division of Tourism Expenditure Reductions

In order achieve expenditure reductions to align with the projected \$1.65 million shortfall in the Division of Tourism's FY 2020 budget, staff analyzed each of Tourism's expenditure categories and year-to-date expenses to identify cost savings. Table #2 provides a listing of expenditure reductions for the Division of Tourism followed by a description for each category. Information on the \$435,021 shortfall for COCA's budget is provided in the next section.

**Table #2: Tourist Development Tax Expenditure Reductions**

<i>Expenditure Category</i>	<i>Reduction Amount</i>
Zimmerman Marketing/Advertising Services	\$40,000
Paid Advertising, Media Buys and Digital Production Initiatives	\$780,013
Zimmerman Public Relations Services & Programming	\$85,000
Downs & St. Germain Research Services	\$16,000
Scott Carswell LLC Concert Services	\$10,000
Amphitheater Concert Fund	\$145,931
Visitor Center Lease on Jefferson Street	\$6,500
Staff Travel and Training	\$52,731
Event Grants & Aid	\$203,758
Sponsorships & Promotions	\$143,498
Office Operational Expenses	\$87,280
Miscellaneous Services	\$78,500
<b>Total</b>	<b>\$1,649,211</b>

- *Zimmerman Marketing/Advertising Services*: The agency's marketing team and efforts play a critical role during this time; however, it is necessary to revise the services provided due to the state of tourism marketing. Due to COVID-19 and the associated travel limitations, destination marketing is unwarranted for the foreseeable future. Based on the service reductions, staff is working with the Zimmerman Agency to negotiate lower service fees through July 31<sup>st</sup> for an anticipated cost savings of approximately \$40,000.
- *Paid Advertising/Media Buys and Digital Production Initiatives*: Staff has ceased paid advertising/media buys and marketing programs to reduce costs by \$589,000 for the remainder of the fiscal year, and \$151,013 for other digital and production initiatives, resulting in \$780,013 total marketing/advertising savings.
  - Staff is also developing a preliminary recovery sales and marketing plan with adequate funding to deploy in August if circumstances warrant.
- *Zimmerman Public Relations Services and Programming*: The Division of Tourism plans to suspend the public relations services agreement providing monthly and programmatic savings totaling approximately \$85,000 through the remainder of the fiscal year. Staff anticipates providing public relations services in-house when necessary.
- *Downs & St. Germain Research (DSG) Services*: DSG continually conducts on-site and online research throughout the year to collect visitor data (visitor numbers, origin markets, reason for visiting, spending levels, activities while in the destination, demographics, etc.) and produces quarterly reports along with an in-depth annual report about the destination profile. Visitor research will continue to be a critical service at this unprecedented time in our community and in the tourism industry. DSG also provides visitor data for the major events (12-15) that receive TDT funding. Since many major Spring events have either been rescheduled or cancelled, staff plans to renegotiate DSG's monthly service fee for the remainder of the fiscal year and anticipates a cost savings of up to \$16,000.
- *Scott Carswell LLC Concert Services*: On March 13<sup>th</sup>, the County cancelled two of the three remaining Spring concerts planned as part of the Concert Series at the Capital City Amphitheater. One has been rescheduled for Spring 2021 (Jamey Johnson as part of Word of South). Tickets are still available for four concerts at the Amphitheater, the earliest of which is scheduled for September 11, 2020. The cancellation of the Spring performances allows for scaled back promotional efforts with the next concert five months away, so staff plans to renegotiate the monthly concert services fee through July 31<sup>st</sup> for a cost savings of \$10,000. Should conditions support hosting concerts at the Amphitheater in the fall, the County would resume payment of the full monthly service fees by August 1<sup>st</sup>.
- *Amphitheater Concert Fund*: The Board provided additional funding in FY 2020 to increase the number of performances at the Amphitheater and to support free family-friendly concerts in partnership with the Downtown Improvement Authority's Sundown Concert Series. The funding for additional concerts which have now been cancelled has been realized in the amount

of \$145,931. Adequate funds remain to support the County's sponsorship of the Downtown Improvement Authority concerts and the County's only remaining ticketed concert scheduled in FY 2020 (JJ Grey on September 11<sup>th</sup>).

- *Visitor Center Lease:* Since the sale of the former Tourism Building at 106 E. Jefferson Street in January 2019, the County has leased the first floor of the building to maintain the downtown Visitor Information Center and Gift Shop. As a precautionary social distancing measure, the Visitor Center was closed on March 16<sup>th</sup> and the 18-month lease expires on July 31<sup>st</sup>. The monthly lease rate for the Visitor Center was included in Tourism's FY 2020 budget for the entire fiscal year so the July 31<sup>st</sup> expiration will realize \$6,500 in savings.
  - The long-term plan is to relocate the Visitor Center to the Historic Amtrak Building following planned renovations. However, staff has identified an interim solution to utilize a portion of the Amphitheater Support Space (the ticket office) currently being constructed on the park level of the North American Properties site at Cascades Park to serve as a satellite Visitor Center. County funds have already been approved for the space and construction is expected to be completed by late Fall. A separate agenda item on the County's participation in the Amphitheater Support Space project will be brought back to the Board this summer.
- *Travel and Training:* All travel and training has ceased since the County Administrator suspended non-essential travel on March 18<sup>th</sup>. The travel freeze will result in a cost savings of at least \$52,731 with funding tentatively reserved for sales trips in August and September, subject to the County Administrator's approval and CDC travel guidance.
- *Event Grants & Aid:* For the numerous community events, festivals, and sporting competitions planned throughout the spring months that receive TDT funding, the County continues to work with those event planners to determine their next steps. Some have decided to cancel their events while others hope to reschedule to a later date. Listed below are the number of area events approved for TDT funding through FY 2020 and organized by the current status of the event.
  - 18 events have been cancelled.
  - Six event organizers have been unresponsive. Staff has requested for the County to receive an update from these event organizers by April 30<sup>th</sup>.
  - 32 events are To Be Determined. Some are trying to reschedule to later dates while others are scheduled later in the year and continue to monitor conditions. In order to make final budget adjustments in FY 2020 to align with revenues, staff will request that the County be notified by June 12<sup>th</sup> of the status of each event scheduled to receive TDT funds this year.

With so many events still uncertain about their plans for this year, staff is unable to determine the full potential cost savings at this time. Staff anticipates that some cancelled events will still require County funding based on contractual agreements for certain expenses while the County will realize cost savings for other cancelled events. Based on the limited number of

cancellations at this time, along with the terms and conditions of County TDT support, the County has realized a savings of \$203,758.

- *Sponsorships and Promotions:* The County will realize a cost savings of \$143,498 through a reduction in the Division of Tourism's sponsorships, memberships, direct sales for tradeshow and booth fees, community relations budget for industry events, and promotional items.
- *Office Operational Expenses:* Given the suspension of marketing and promotional efforts designed to draw visitors to the destination, the County will realize a cost savings of \$87,280 for printing, binding, postage, and vehicle repair and maintenance.
- *Miscellaneous Services:* As an additional result of the suspension of marketing efforts, the County will further realize a cost savings of \$78,500 as there will not be a need to engage the services of bloggers, writers and photographers, or host media tours to highlight the destination.

In total, staff has identified expenditure reductions totaling \$1.65 million for Tourism operations. The expenditure reductions provided in Table #2 align the Division of Tourism current year budget with the projected decline of TDT revenues as a result of COVID-19. Rather than utilizing TDT fund balance to offset the revenue loss, it was important to quickly identify areas of cost savings and targeted reductions given the social distancing measures and stay-at-home orders eliminating most travel. Without a clear expectation of when or if things will return to normal, TDT fund balance may be needed to offset prolonged reductions in TDT revenue later this year and/or as part of the development of the FY 2021 budget.

Over the last several weeks, while the entire country has faced the threat of COVID-19 pandemic, Leon County's Division of Tourism has continued working to keep tourism industry partners informed with the most up to date information on the pandemic. Staff will continue to closely monitor TDT collections and manage the Division's budget accordingly as well as keep the Board apprised of the evolving pandemic and its fiscal impacts to the County.

#### COCA TDT Funding Shortfall

The County provides \$150,000 in general revenue and dedicates one cent, or 20%, of TDT revenue to COCA to administer the implementation of the Community Cultural Plan including the awarding of grant funds to local nonprofit organizations that provide arts and cultural programming activities. At 20%, Leon County dedicates the highest share of total TDT collections for cultural grant programs among all Florida counties. In FY 2020, the one cent of TDT to be provided to COCA was budgeted at \$1,229,985. As provided in Table #1, the latest TDT revenue projections as a result of COVID-19 anticipate a \$435,021 reduction in TDT collections.

In FY 2015, the County shifted from providing COCA a fixed amount of funding each year to dedicating a share of TDT (the one cent) for COCA operations and grant programs. 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 each year as the tourism tax base



experienced significant growth during this period. COVID-19 has ceased nearly all travel resulting in a sudden and sharp decline to the share of TDT funding available to COCA.

Over the course of the fiscal year, COCA is paid in four quarterly installments. The first quarter payment exceeded the original FY 2020 budget projections and the County is awaiting the revenue data for the month of March to complete the second quarter. Based on the implementation of social distancing policies in mid-March, a decline in revenue is anticipated for the second quarter of FY 2020. April marks the start of the third quarter and is expected to be the worst quarter for TDT collections followed by the uncertainty of the fourth quarter which will depend on the conditions of the pandemic and associated social distancing guidance.

Similar to the Division of Tourism's operational expenses, the second half of FY 2020 will require COCA to make significant adjustments to its operational budget and the funding anticipated to be awarded to grantees. The Division of Tourism is working closely with COCA on these efforts. At the time of this writing, COCA's Executive Director reported making a series of budget cuts and is preparing for further reductions of fixed costs. COCA's Executive Director plans to utilize COCA's reserve balance to keep the arts organization operating as needed, under the guidance of its Board of Directors, and does not anticipate staff reductions at this time. Furthermore, COCA is developing its financial action plan to demonstrate its continued efforts to sustain arts and cultural organizations in the community. Staff will share the plan with the Board upon receipt from COCA.

#### Next Steps

The travel and tourism industry in Florida has been extremely resilient to changing market conditions, including Leon County. The destination attracts leisure travelers (the largest audience segment) with a variety of offerings and reliable business travelers as home to the State Capitol and three institutions of higher education. Tourism staff and the Zimmerman Agency are developing a preliminary sales and marketing plan to deploy by August, if the circumstances warrant, with an emphasis on restoring visitation levels and supporting businesses in the destination.

The growth in TDT revenues in recent years has afforded the County the opportunity to enhance its marketing efforts each year and provide funding toward a capital improvement master plan for Apalachee Regional Park. As a result, the available TDT fund balance is approximately \$935,000. Should the evolving conditions associated with COVID-19 prolong social distancing measures and stay-at-home policies, additional action may be required to maintain a balanced budget in FY 2020. Prolonged conditions and the potential of a 'new normal' for leisure and business travel will inform the development of the County's FY 2021 preliminary budget including the potential elimination of staff positions. Given this uncertainty, staff identified the \$1.65 million in expenditure reductions from the Division of Tourism's budget in order to preserve the available TDT fund balance at this time. The TDT fund balance may be needed to support the current FY 2020 budget should TDT collections significantly decline beyond the latest projections. In addition, the fund balance could be used to offset any potential decline in TDT collections that extend into FY 2021.

Title: Actions Taken in Response to the Financial Impact of COVID-19 and Tourist  
Development Tax Collections

April 14, 2020

Page 11

---

Staff will continue to monitor TDT collection data as it is made available to adjust revenue projections and align expenditures accordingly. An update will be provided to the Board as part of the annual budget development process.

**Options:**

1. Accept the report on the actions taken in response to the financial impact of COVID-19 and Tourist Development Tax collections.
2. Do not accept the report on the actions taken in response to the financial impact of COVID-19 and Tourist Development Tax collections.
3. Board direction.

**Recommendation:**

Option #1

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #15**

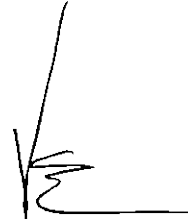
# Leon County Board of County Commissioners

## Agenda Item #15

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** Authorization to Purchase Two New Ambulances Utilizing the Florida Sheriff's Association Cooperative Contract with Hall-Mark RTC

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship Chad Abrams, Chief, Emergency Medical Services Brent Pell, P.E., Director of Public Works
<b>Lead Staff/ Project Team:</b>	Shelly W. Kelley, Purchasing Director

### **Statement of Issue:**

This item seeks Board approval to utilize cooperative purchasing (piggybacking) in the amount of \$517,758 for two new ambulances. Leon County Emergency Medical Services replaces ambulances each year due to the continuous high usage.

### **Fiscal Impact:**

This item has a fiscal impact. This item has been budgeted and adequate funding is available in the FY 2020 EMS Vehicle Replacement Fleet CIP budget.

### **Staff Recommendation:**

Option #1: Authorize the purchase of two new ambulances from Hall-Mark RTC in the amount of \$517,758, utilizing the Florida Sheriff's Association cooperative purchasing agreement.

## **Report and Discussion**

### **Background:**

This item seeks Board approval to utilize cooperative purchasing (piggybacking) to execute a purchase order to Hall-Mark RTC in the amount of \$517,758 for two new ambulances. As required by the Purchasing Policy No. 96-1, the utilization of cooperative purchasing agreements must be authorized by the Board when the value exceeds \$250,000.

Leon County Emergency Medical Services ambulances run on a 24/7 basis. As a result of this process, approximately 4 – 6 ambulances need to be replaced each year due to the continuous high usage nature of the system. EMS uses several approaches to these replacements. In some instances, the chassis of the ambulance reaches uneconomical wear out based on mileage and repair costs, while the ambulance box still has viable life that can be reused with a chassis change. When this occurs, EMS purchases a new chassis and then moves the current ambulance box from the old chassis to the new.

While remounts are a cost-effective approach it also requires that the ambulance be removed from active duty while the new remount is completed, which can take up to 6 months to complete. To maintain expected service levels, EMS uses a combination replacement approach of remount and new ambulance purchases each year, as new ambulance orders do not impact the current fleet inventory. The County has been purchasing new ambulances from Hall-Mark RTC under a cooperative contract with the Florida Sheriff's Association.

### **Analysis:**

Pursuant to the Purchasing Policy No. 96-1, Section 5.12, the County may take advantage of cooperative purchasing agreements when it is in the best interest of the County as determined by the award thresholds authorized in the policy.

This item requests Board authorization to purchase two new ambulances from Hall-Mark RTC in the amount of \$258,879 each, for a total of \$517,758 utilizing the Florida Sheriff's Association Contract #FSA 18-VEF 13.0 (Attachment #1). The contract contains cooperative purchasing language, allowing the County to utilize this contract. The Emergency Medical Services, Fleet Management, and Purchasing Divisions agree that this is the most cost-effective and efficient way to procure the ambulances.

This item recommends approval of the award to Hall-Mark RTC and authorization for the Purchasing Director to execute the purchase order.

**Options:**

1. Authorize the purchase of two new ambulances from Hall-Mark RTC in the amount of \$517,758, utilizing the Florida Sheriff's Association cooperative purchasing agreement.
2. Do not authorize the purchase of two new ambulances from Hall-Mark RTC in the amount of \$517,758, utilizing the Florida Sheriff's Association cooperative purchasing agreement.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Florida Sheriff's Association Contract



Protecting, Leading & Uniting...since 1893

# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308  
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165  
f: (850) 878-8665  
[www.flsheriffs.org](http://www.flsheriffs.org)  

## Notice of Contract Extension

### Contract FSA18-VEF13.0 Fire Rescue Vehicles and Other Equipment April 1, 2020 Through April 30, 2020

The Florida Sheriffs Association (FSA) announces that the above Cooperative Purchasing Program contract is extended for an additional month from April 1, 2020 through April 30, 2020. Base bid pricing awarded under FSA18-VEF13.0 is not to increase and includes all original Contract Terms and Condition which will remain in force throughout the extended contract period.

This action is authorized pursuant to the FSA18-VEF13.0 Terms & Conditions, Section 1.03, which states: "In the event that the contract is held beyond the stated term where no renewal has been initiated, it shall be on a month to-month basis. The month-to-month extension shall maintain the same terms and conditions of the contract, as well as award pricing."

As a result of this contract extension, the final awards for FSA20-VEF14.01 (Ambulances and Other Equipment) and FSA20-VEF14.02 (Fire Rescue Vehicles & Other Equipment) will be posted by May 1, 2020 (rather than the original planned date of April 1, 2020).

During this 1 month contract extension period from April 1, 2020 through April 30, 2020, any questions or inquires shall be sent via e-mail to Craig Chown at [ccchown@flsheriffs.org](mailto:ccchown@flsheriffs.org).

With Kind Regards,

Craig Chown  
Manager, FSA Cooperative Purchasing Program

# FSA Cooperative Purchasing Program



**Contract #FSA18-VEF13.0  
Fire Rescue Vehicles and  
Other Equipment**

## Contract Terms and Conditions



# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

## Contents

1.0	General Conditions .....	5
1.01	BID CORRESPONDENCE .....	5
1.02	PURPOSE.....	6
1.03	TERM OF CONTRACT.....	6
1.04	ESTIMATED QUANTITIES.....	6
1.05	SHERIFF AS COUNTY CONSTITUTIONAL OFFICER.....	6
1.06	CURRENCY .....	6
1.07	GENERAL DEFINITIONS .....	7
1.08	ELIGIBLE PURCHASERS OF CONTRACT.....	8
1.09	LEGAL REQUIREMENTS.....	8
1.10	PATENTS & ROYALTIES .....	9
1.11	FEDERAL AND STATE STANDARDS.....	9
1.12	UNDERWRITERS’ LABORATORIES .....	9
1.13	AMERICAN WITH DISABILITIES ACT .....	9
1.14	REASONABLE ACCOMMODATION .....	9
1.15	MINORITY BUSINESS ENTERPRISE (MBE) .....	9
1.16	ANTI-DISCRIMINATION .....	10
1.17	BEST COMMERCIAL PRACTICES .....	10
1.18	PUBLIC ENTITY CRIMES (PEC) .....	10
1.19	TAX EXEMPTION .....	10
1.20	TAXES .....	10
1.21	ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT .....	10
1.22	COMMUNICATIONS.....	11
1.23	CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS .....	11
1.24	SIGNED BID CONSIDERED AN OFFER.....	12
1.25	ASSIGNMENT OF CONTRACT .....	12
1.26	TERMINATION OF PRODUCT LINE .....	12
1.27	METHOD OF AWARD .....	12
1.28	DEMONSTRATION OF COMPETENCY.....	12
1.29	VENDOR ABILITY TO PERFORM .....	13
1.30	FINANCIAL RESPONSIBILITY .....	13

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**

Fire Rescue Contract Terms and Conditions Rev 2-8-18

1.31 QUALITY AND SAFETY .....13

1.32 NONCONFORMANCE TO CONTRACT CONDITIONS .....14

1.33 GRATUITIES .....14

1.34 TIE BIDS .....14

1.35 RIGHT TO AUDIT .....14

1.36 LIABILITY, INSURANCE, LICENSES AND PERMITS .....15

1.37 BID BONDS, CERTIFICATES OF INSURANCE AND PERFORMANCE BONDS .....15

1.38 ELIMINATION FROM CONSIDERATION .....15

1.39 COLLUSION .....16

1.40 DEFAULT .....16

1.41 PROTESTS AND ARBITRATION .....16

1.42 NONPERFORMANCE .....17

1.43 SEVERABILITY .....18

1.44 TERMINATION FOR DEFAULT .....18

1.45 TERMINATION FOR WITHOUT CAUSE OF FSA .....18

1.46 CONTRACT ADVERTISEMENT AND USE OF LOGO .....18

2.0 BIDDER INSTRUCTIONS .....20

2.01 FIRST YEAR BIDDER QUALIFICATIONS .....20

2.02 MOTOR VEHICLE LICENSE AND REPAIR FACILITIES .....20

2.03 INSURANCE AND INDEMNIFICATION .....20

2.04 SPECIFICATIONS .....22

2.05 FIXED PRICES .....22

2.06 SEALED BIDS .....23

2.07 EXCEPTIONS TO TERMS AND CONDITIONS .....23

2.08 MISTAKES .....23

2.09 EQUIVALENTS .....23

2.10 QUALIFICATION .....23

2.11 MANDATORY PRE-BID MEETING .....24

2.12 PRICES QUOTED .....24

2.13 OPTION PRICING .....25

2.14 CONE OF SILENCE .....25

2.15 SUBMITTAL OF BID .....25

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**

Fire Rescue Contract Terms and Conditions Rev 2-8-18

2.16 EXECUTION OF BID .....26

2.17 MODIFICATION OR WITHDRAWALS OF BIDS .....26

2.18 LATE BIDS.....26

2.19 PUBLIC BID OPENING.....26

2.20 DETERMINATION OF RESPONSIVENESS .....27

2.21 MINOR IRREGULARITIES .....27

2.22 RESPONSIBLE BIDDER CRITERIA.....27

2.23 BASIS FOR AWARD.....27

3.0 CONTRACT CONDITIONS .....29

3.01 GENERAL REQUIREMENTS FOR ALL VEHICLES AND EQUIPMENT .....29

3.02 STATEMENT OF AUTHORITY .....29

3.03 VENDOR CONTACT INFORMATION .....29

3.04 OPTION TO RENEW WITH PRICE ADJUSTMENT .....29

3.05 ADDITIONS AND DELETIONS.....30

3.06 DISCOUNTS .....30

3.07 PRODUCTION CUTOFF .....30

3.08 FACILITIES .....31

3.09 SUBSTITUTIONS .....31

3.10 EMERGENCY LIGHT AND SIREN CERTIFICATION STANDARDS.....31

3.11 FACTORY INSTALLED.....31

3.12 VENDOR INSTALLED.....31

3.13 REMOUNT (AMBULANCE) .....32

3.14 FORCE MAJEURE .....33

3.15 DELIVERY TIME.....33

3.16 ORDER.....33

3.17 VEHICLE DELIVERY .....34

3.18 INSPECTION AND ACCEPTANCE.....35

3.19 VEHICLE TAGS AND TITLE .....35

3.20 CAB AND CHASSIS PURCHASES.....36

3.21 INVOICING AND PAYMENTS .....36

3.22 WARRANTY REPAIRS AND SERVICE .....36

3.23 INADEQUATE SERVICE .....36

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**

Fire Rescue Contract Terms and Conditions Rev 2-8-18

3.24 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS.....37

3.25 ADMINISTRATIVE FEE .....38

3.26 FINES.....38

Appendix A – Drug-Free Workplace Form .....40

Appendix B – Insurance Checklist Form.....41

Appendix C – Vendor Change Form .....42

Appendix D - Confirmation of Order Form .....43

Appendix E – Manufacturer Certification Form.....44

Appendix F – Quarterly Report .....45

Appendix G – Bid Calendar .....46

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Fire Rescue Contract Terms and Conditions Rev 2-8-18

**1.0 General Conditions**

**1.01 BID CORRESPONDENCE**

All correspondence regarding this bid should be directed to the Florida Sheriffs Association (FSA) using the contact information shown below. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Lisa Gregor, FSA Cooperative Purchasing Program Coordinator  
E-mail: [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org)  
Phone: 850-877-2165 ext. 241  
Fax: 850-878-8665

Annette Grissom, FSA Cooperative Purchasing Program Manager  
E-mail: [agrissom@flsheriffs.org](mailto:agrissom@flsheriffs.org)  
Phone: 850-877-2165 ext. 231  
Fax: 850-878-8665

All hard copy communication or document submittals for this Invitation to bid should be directed to:

Florida Sheriffs Association  
Attn: Cooperative Purchasing Program Coordinator  
2617 Mahan Drive  
Tallahassee, FL 32308  
850-877-2165

The Florida Sheriffs Association serves as the Contract Administrator in the solicitation process and the administration of the contract. The Florida Sheriffs Association invites interested bidders, including motor vehicle manufacturers and dealers/certified representatives to submit responses in accordance with these solicitation documents.

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

#### 1.02 PURPOSE

The purpose of this bid is to establish a twenty-three (23) month contract with manufacturers and authorized dealers for the purchase of vehicles and equipment on a “no trade-in basis”.

Trade-ins are not addressed in this contract. If a purchaser has a desire to offer vehicles/equipment for trade to the vendor, the purchaser and dealer may do so at their sole discretion, separate and apart from this contract.

#### 1.03 TERM OF CONTRACT

This contract shall remain in effect for twenty three months from date of contract execution by the FSA Cooperative Purchasing Program Administrator – specifically beginning May 4, 2018 and ending March 31, 2020.

In the event that the contract is held beyond the stated term where no renewal has been initiated, it shall be on a month-to-month basis. The month-to-month extension shall maintain the same terms and conditions of the contract, as well as award pricing.

On an annual basis and prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) or as a result of any changes to national or state standards that require substantial cost adjustments. FSA may also consider a vendor-requested midterm pricing adjustment due to documented substantial increases by the manufacturer.

Prices may be increased or decreased by the percentage change reflected in the nationally published Producer Price Index. For a midterm adjustment, the PPI used shall refer to the index 60 days prior to the contract anniversary date. FSA may consider this pricing adjustment or the vendor can request a pricing adjustment under this provision.

#### 1.04 ESTIMATED QUANTITIES

In FY 2016-18, eligible users purchased approximately 420 vehicles from this contract. These estimated figures are given as a guideline for vendors preparing bids. Quantities provided do not guarantee or imply future contract sales.

#### 1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Office of the Sheriff in the State of Florida is a constitutional office. Each sheriff has the authority to execute contracts for goods and services for the proper conduct of this office. Section 30.53, Florida Statutes, exempts the sheriffs’ offices from the provisions of the Florida Statute requiring sealed and competitive bids.

It is the FSA practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Nothing in this proposal in any way obligates the participating sheriffs’ offices for any payment for any activity or costs incurred by any bidder in responding to this proposal.

#### 1.06 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

#### 1.07 GENERAL DEFINITIONS

- a) Bid  
A competitive solicitation and award process established through the issuance of an invitation to bid. The term shall not include request for proposals, request for qualifications, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- b) Bidder  
A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- c) Dealer  
A manufacturer's certified representative, authorized by the manufacturer to market, sell, or provide, the vehicles or equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d) Dealer Option  
A product or service provided by the dealer or other third party; not the factory.
- e) End User  
The person or entity who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f) Factory  
Refers to the manufacturer; the assembly line.
- g) Fleet Advisory Committee  
An employee of a sheriff's office or local government, or any other person who FSA identifies as subject matter expert, who assists with the development of bid specifications and the evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the Administrator and is not responsible for final awards.
- h) FSA Cooperative Purchasing Program Administrator (the Administrator)  
The Florida Sheriffs Association in its role in administering the solicitation process and contract administration for the Florida Sheriffs Association, the Florida Association of Counties and the Florida Fire Chiefs Association.
- i) Manufacturer  
The original producer or provider of vehicles or equipment offered on this contract.
- j) Manufacturer's Suggested Retail Price (MSRP)  
Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the Purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
  - 1. Manufacturer's Computer Printouts; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
  - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
  - 3. Manufacturer's Annual U.S. Price Book
  - 4. Manufacturer's official website
- k) Production Cutoff  
A term used by manufacturers to notify dealers that the factory has reached maximum capacity for orders. Vehicle manufacturers use this term when referring to any given model year for production.

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

- l) **Published List Price**  
A standard “quantity of one” price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- m) **Purchase Order**  
A documented agreement formalizing the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- n) **Purchaser**  
A purchaser is an entity that seeks to obtain vehicles off this contract by meeting the eligible user criteria or with vendor approval.
- o) **Remount**  
To remove the ambulance box from an existing vehicle and mount it to a new vehicle cab and chassis.
- p) **Specification Bid Document**  
The specification bid document contains the minimum base requirements and bond requirements for each specification within the competitive bid. This document also contains submission of bid pricing and discount, and must be included as part of the Submittal of Bid.
- r) **Third Party Supplier**  
Businesses external to a bidder or vendor that provide products or services which contribute to the overall finished vehicle. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor. Third party suppliers may also be referred to as upfitters or remount service providers within this document.
- s) **Vendor**  
The bidder that has been awarded and agrees to provide products, vehicles, or equipment, which meet the requirements and base specifications to eligible purchasers. The vendor must agree to the contract terms and conditions before being awarded the contract.

### 1.08 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to any unit of local government or political subdivision of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs’ offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract to include out of state sales. Vendors are governed by their manufacturer’s agreement, and must agree to the terms and conditions of this contract.

### 1.09 LEGAL REQUIREMENTS

Federal, state, and local laws, ordinances, rules and regulations that affect the items covered herein apply. Lack of knowledge by the bidder or vendor will not be cause for relief from responsibility.



## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

#### 1.10 PATENTS & ROYALTIES

Without exception the bidder shall indemnify and hold harmless the FSA and its employees from liability of any nature, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

#### 1.11 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards (FMVSS), Commission on Accreditation of Ambulance Services (CAAS GVS), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) Standards, Society of Automotive Engineers (SAE), Fire Apparatus Vehicle Standards, and Federal Ambulance Standards (KKK-A-1822F), which includes all subsequent change notices (CN#10). All fire apparatus manufacturers must meet the National Fire Protection Association (NFPA) 1901 and 1906 standards.

In addition, any applicable federal or state laws that become effective during the term of the Contract, regarding the commodities and contractual service specifications, safety, and environmental requirements shall immediately become part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA Cooperative Purchasing Program Administrator immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

#### 1.12 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, (U.L.), listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

#### 1.13 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or to participate in any FSA proceeding, please contact FSA Human Resources at (850) 877-2165 five days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

#### 1.14 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

#### 1.15 MINORITY BUSINESS ENTERPRISE (MBE)

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

The policy of the Florida Sheriffs Association is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

#### 1.16 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

#### 1.17 BEST COMMERCIAL PRACTICES

The apparent silence of a specification and supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of the specifications shall be upon the basis of this statement.

#### 1.18 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### 1.19 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, as appropriate certifications are furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from certain Federal Excise and State Sales Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

#### 1.20 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

#### 1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Addenda to Bid Specification, if issued
3. Contract Conditions
4. Bidder Instructions

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

##### 5. General Conditions

### 1.22 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure.

Bidders should not rely on representations, statements, or explanations other than those made in this bid or in any written addendum to this bid.

Communications with the Fleet Advisory Committee are for research and exploratory only, and should not be interpreted by bidders as the final decision of the Administrator.

### 1.23 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org). The bid title and number should be referenced on all correspondence.

Final questions must be received by the date for Request for Clarification stated on the Bid Calendar (Appendix G). Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Questions and answers should be reviewed before bidders submit their final response.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The Administrator reserves the right address technical questions.

Interpretation of specifications or solicitation documents will not be made verbally. If any verbal clarifications are provided, they are without legal effect.

The FSA shall issue a formal addenda to the specifications if substantial changes are required and will impact the submission of bids. If a formal addenda to the specifications is issued, it will be posted on the FSA Cooperative Purchasing Program website after the date of the posting of the Finalized Specifications and Terms and Conditions has been posted. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document.

FSA will make every attempt to e-mail updates to registered bidders. However, posting on the FSA website constitutes proper notice of addenda.

In the event of conflict with the original Contract Terms and Conditions, addenda shall govern to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

The bid submission constitutes acknowledgement of the addenda to the specifications. Bids that fail to account for the addenda shall reflect in bids being declared nonresponsive; however, the FSA may waive this requirement in its best interest.

All addenda to the contract will be posted on the Florida Sheriffs Association Cooperative Purchasing Program website at <http://www.flsheriffs.org>.

Prospective bidders should check the website periodically for any addendum to the solicitation documents.

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

After the start of the contract term, FSA will notify all awarded vendors of any addenda and will require acknowledgement of the new terms and conditions. If the awarded vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified, responsive bidder.

#### 1.24 SIGNED BID CONSIDERED AN OFFER

The signed specification bid document shall be considered an offer on the part of the bidder, which shall be deemed accepted upon approval of award by the FSA. Each specification submission must be signed by an authorized representative. If signed specifications are not submitted, FSA may reject the bid as nonresponsive.

#### 1.25 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to reject the acquiring entity as a vendor. A change of name agreement does not change the contractual obligations of the vendor.

#### 1.26 TERMINATION OF PRODUCT LINE

If an FSA-awarded vendor terminates a product line (manufacturer or brand), the dealer is required to notify the FSA Cooperative Purchasing Program Coordinator within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate dealer, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the dealer is not already an approved FSA vendor, the dealer is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

#### 1.27 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

#### 1.28 DEMONSTRATION OF COMPETENCY

Information submitted in the bid must be the work of the individual or company that submits the bid for evaluation.

Bidders must be able to demonstrate a good record of performance for a reasonable period of time. Additionally, bidders must have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the contract terms and conditions.

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a bidder, including past performance with the FSA in making the award.

Equipment and organization shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier that is the actual source of supply. In these instances, the FSA may require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms that are regularly engaged in the business of providing the goods or services as described in this Bid.

### 1.29 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

The vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and the purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

### 1.30 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award;
- Has assessed the *financial responsibility required to serve the contract as bid*, including such details as the obligations to perform all specifications bid and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice; and
- Assumes full responsibility that all vehicles delivered to the purchaser are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

### 1.31 QUALITY AND SAFETY

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the current model year, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

#### 1.32 NONCONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

#### 1.33 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA or the Fleet Advisory Committee, for the purpose of influencing consideration of this bid.

#### 1.34 TIE BIDS

In case of tie bids and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Dealers performance record with purchasers
- Coin toss

#### 1.35 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- written policies and procedures;
- subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- original estimates or work sheets;

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

- contract amendments and change order files;
- insurance documents; or
- memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA's right to audit extends to vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority of to audit and not addressed elsewhere will be the responsibility of FSA. However, if the audit identifies under reporting, overpricing or overcharges in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time. This time period shall not exceed 60 days from FSA's presentation of findings to the vendor.

FSA has the right to assess fines as outlined in Section 3.26 Fines, based on audit results.

### 1.36 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The bidder shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the bidder or any person the bidder has designated in the completion of the contract as a result of his or her bid.

### 1.37 BID BONDS, CERTIFICATES OF INSURANCE AND PERFORMANCE BONDS

Bid bonds shall be submitted with the bid submission in the amount specified on the individual specification bid document or a single bond for the cumulative amount of bids submitted. Bidders are also required to submit a performance bond letter from a bonding company at time of bid submission.

After acceptance of bid, the FSA will request a Certificate of insurance from the successful bidder.

Purchaser may request a performance bond from an vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

### 1.38 ELIMINATION FROM CONSIDERATION

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

### 1.39 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between bidders that attempts to disrupt the contract process. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price to maximize awards thus denying the public a fair price.

Examples of Bid Collision:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the purchaser.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing outside of a manufacturer's recognized territory: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined slice of the pie.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default.

Vendors or dealers and their representatives may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealerships which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

### 1.40 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of the bid surety required that is equal to damages incurred by the FSA. Failure to execute a contract when surety is not required may be grounds for removing the bidder from the awarded Vendor's list.

In case of default on the part of awarded bidder, after such acceptance, the FSA may procure the items or services from other sources.

### 1.41 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA Coordinator within 3 business days after the posting of the Intent to Award. A formal written protest must be filed within 10 calendar days after the posting of the Intent to Award. Failure to file both a notice of protest and then a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.



## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity and corrective action will be taken contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any person who files an action protesting a decision or intended decision pertaining to this contract shall post with the Florida Sheriffs Association at the time of filing the formal written protest or within the 10 day period allowed for filing the formal written protest, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to \$5,000.00, which bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within 72 hours of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within 10 days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to \$5,000.00. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

## 1.42 NONPERFORMANCE

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the Administrator shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with the provisions of this contract can be assessed fines, suspended or terminated from the contract. The Administrator has the discretion to remove a noncompliant vendor from future solicitations.

At the Administrator's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and possibly future competitive bid solicitations.

In situations where there is evidence that the vendor has demonstrated egregious breaches of contract with the FSA or a purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of three (3) years and up to a permanent ban from the bid process.

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

Specific conditions for termination include, but are not limited to, failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or dealer installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, misrepresentations of optional equipment or service as being factory, and any other practice deemed to be outside of the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept the purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver the product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicle or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to section 3.25, and any attorneys fees incurred in the recovery of these damages.

#### 1.43 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

#### 1.44 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice shall be given to the vendor of such termination, which shall become effective upon receipt of the written termination notice.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the vendor is determined.

#### 1.45 TERMINATION FOR WITHOUT CAUSE OF FSA

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of termination for convenience. This termination shall become effective 30 days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balanced of the Agreement or cancellation charges.

#### 1.46 CONTRACT ADVERTISMENT AND USE OF LOGO

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org), and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission. The request must include a detailed explanation for intended use of the FSA logo.

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

Fire Rescue Contract Terms and Conditions Rev 2-8-18

## 2.0 BIDDER INSTRUCTIONS

### 2.01 FIRST YEAR BIDDER QUALIFICATIONS

In order for bids to be considered, first year Bidders to the Florida Sheriffs Association Cooperative Purchasing Program must provide supporting material with their bid submission to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

Supporting material shall be provided on a flash drive and shall include:

- a. Information necessary to verify that the bidder maintains a permanent place of business;
- b. A statement from the manufacturer that the bidder is an authorized distributor for the proposed manufacturer;
- c. Information that the Bidder has not had just or proper claims pending against them or their company;
- d. A listing of contracts for the previous three years for similar services provided to public agencies or private sector clients;
- e. The names, addresses, and telephone numbers of five (5) government agencies for which the Bidder is currently providing or has provided similar products; and
- f. A Request for Consideration letter on company letterhead, which should include:
  1. The length of time the company has been in business;
  2. The Dun and Bradstreet and/or Experian Business number;
  3. If the company currently sells on a state or federal contract, if so identify which contract;
  4. Whether the company has ever been disqualified from any contract, and if so identify which contract;
  5. The years of experience the company has in government sales;
  6. Proof of a business line of credit from the guarantor; and
  7. Any additional information about the product line the bidder feels is relevant for FSA to consider during the bid evaluation.

### 2.02 MOTOR VEHICLE LICENSE AND REPAIR FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealers License, or comparable license if the bidder is not located in Florida, in order to bid. Bidders with the intent of conducting sales outside Florida using this contract must be in possession of an equivalent license issued within the state in which their facility resides and allows for the manufacturing and sale of vehicles to end users.

Bidders must be able to provide repair or warranty services to the units sold from this contract. Bidders must maintain a repair or warranty facility within the State of Florida that will provide services to the vehicles and equipment sold off this contract.

The Administrator may examine any repair facility with written notice, and may periodically request additional or updated information regarding the facility during the solicitation process and, if awarded throughout the term of the contract.

### 2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies in any legal action without bidder's prior written consent, which shall not be unreasonably withheld.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this contract shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

No change or cancellation in insurance shall be made without 30 days written notice to the FSA Cooperative Purchasing Program Administrator.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance that evidence the required coverages and endorsements shall be filed with and approved by the Administrator prior to execution of a contract. The certificate must state Bid Number and title of the contract.

Upon expiration of the required insurance, the Vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA Cooperative Purchasing Program Administrator.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation,

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify their insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third party suppliers of their liabilities and obligations under any Section or Provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in the Specification Bid Document shall be in force throughout the contract term. Any insurance requirements listed in the specification bid document supercedes the amounts listed in the required insurance checklist. The Required Insurance Checklist is an acknowledgment of future insurance obligations, if awarded.

Additionally, any vendor that uses a third party supplier for remount services must ensure that the third party supplier maintains the insurance requirements in Section 3.13.

The Administrator can request and the vendor shall furnish proof of insurance within seven days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements of the specifications; the Administrator may consider alternate insurance coverage.

## 2.04 SPECIFICATIONS

All units covered by this contract and the base specifications shall be the manufacturer's current basic production model, and at a minimum shall be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that meets or exceeds the requirements included in the applicable base specifications.

Bidders are required to provide information on price sheets, to include as manufacturer and model number of various components. Failure to provide this may have their bid rejected.

All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

## 2.05 FIXED PRICES

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder on the Bid Forms shall remain fixed during the term of this contract, unless otherwise addressed in a contract extension.

#### 2.06 SEALED BIDS

A sealed bid is a completed bid submission that is sent to the FSA in a sealed package clearly marked with the Bid Title and Number. One original binder of the entire bid submission, including all required documents, and an electronic copy on a labeled USB flash drive, must be turned in for the bid to be considered for award.

Sealed bids should be sent to the attention of FSA Cooperative Purchasing Program Coordinator, Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, FL 32308.

Faxed or e-mailed bids will not be accepted.

#### 2.07 EXCEPTIONS TO TERMS AND CONDITIONS

Any exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. At FSA's discretion, exceptions, deviations, or contingencies stipulated may result in disqualification of a bidder's submission.

#### 2.08 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

#### 2.09 EQUIVALENTS

Bidders must first request approval from the Administrator before submitting a bid that includes an equivalent that will supplement an item on the base specification. The Administrator will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the Administrator.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

#### 2.10 QUALIFICATION

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

Prospective bidders are required to prequalify by completing all qualification forms prior to the mandatory pre-bid meeting. Details for the mandatory pre-bid meeting are published on the bid calendar.

These forms include:

- Drug-Free Workplace Form,
- Insurance Checklist, and
- Manufacturer Certification Form for each manufacturer bid by bidder.

Insurance coverage required in the Specification Bid Document shall be in force throughout the contract term. Any insurance requirements listed in the specification bid document supercedes the amounts listed in the required insurance checklist. The Required Insurance Checklist is an acknowledgment of future insurance obligations, if awarded.

These forms are available through the online registration process, online at [www.flsheriffs.org](http://www.flsheriffs.org) and are located in the appendices.

A bidder becomes a qualified bidder if they submit the above forms as required and applicable.

## 2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA Cooperative Purchasing Team to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested prior authorization has met all prequalification requirements and agrees to sign a memo of understanding (MOU) and agree to meet all the terms and conditions without exception and further waive their right to protest the bid process in its entirety or any portion thereof.

## 2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of 60 calendar days from the date of bid opening. Each specification must be priced and bid separately.

Prices should reflect the final cost the bidder can expect to receive for payment for the specifications bid. These prices must be inclusive of all of the components included in the base specification. Discount percentage will be clearly indicated on the specification bid document as a whole figure and will accurately reflect the amount the base vehicle has been discounted.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.25 Administrative Fee.

Prices must be Free On Board (FOB) destination, unless otherwise stated in the Bidder Instructions.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.



## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

#### 2.13 OPTION PRICING

Options may be sold, but only in connection with the sale of a base specification. The bidder shall offer a discount on manufacturer options.

Bidder cannot include options that result in the selling of a unit that is offered as a separate specification. The use of options to facilitate the sale of an alternate manufacturer's product that is outside the scope of the base specification will be deemed in violation of the contract. The bid or award will be rejected in whole or part by the Administrator.

#### 2.14 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence as indicated in the Bid Calendar (Appendix G). During this period all communications regarding this solicitation between FSA and bidders will cease.

Exceptions will be granted to this section for any technical assistance to bidders prior to the bid submission or when initiated by the Fleet Advisory Committee during the evaluation period.

#### 2.15 SUBMITTAL OF BID

Each bidder is responsible for ensuring that their bid is submitted before the deadline as stated in the Bid Calendar: Deadline to Submit Sealed Bid Response to FSA. Late bids will not be considered after the closing date and time specified in the Bid Calendar. Failure to meet all submission requirements by the dates indicated in the Bid Calendar will result in rejection of the bid.

Qualification forms are submitted prior to the pre-bid meeting and are not required to be included in the bid package.

Bidders must submit an original hard copy of the bid package, as well as a copy in electronic format on a USB flash drive. Bidder instructions will be provided and bidders are expected to follow the directions on how to organize and label the bid package.

The bid package must include:

- Bid book with cover sheet
  - First-year bidder information as required Section 2.01
  - General Requirements
    - Contract Signature document
    - Licenses and Certifications
      - EVT Certification
      - Florida Motor Vehicle Dealers License
      - Any other safety certification or license applicable to specifications bid
    - Manufacturer warranty information
    - Bid bond, if submitting a single bond that covers all specifications submitted
    - Performance bond letter from bonding company
  - Completed specification bid documents for each specification bid with supporting documents to include:
    - Bid bond, as applicable
    - Specification build sheet
    - Warranty information
- USB flash drive

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

One bid package must be delivered to FSA. The bidding company name must be clearly marked on the outside of the bid package.

Mail bid packages using a trackable delivery service to the attention of:

FSA Cooperative Purchasing Coordinator  
Florida Sheriffs Association  
2617 Mahan Drive  
Tallahassee, Florida 32308

The hard copy bid should be built and submitted in a 3-ring view binder. Additional binders may be necessary to accommodate the bid and should be numbered 1 of 3, 2 of 3, and 3 of 3, as applicable. Report folders will not be accepted.

The cover sheet must be filled out and placed in the front cover of each view binder. The cover sheet must be completed with bidder name, contact person, telephone number and mobile phone number. The bidder shall check the box indicating that a copy of the bid package has been submitted on a labeled USB drive.

Each completed specification bid document shall be separated by dividers that indicate the specification number for each item bid. Specification build sheets are to be included within the divider for each specification bid. Each specification bid document must include the base prices and discounts off of MSRP for each make/model or item bid.

### 2.16 EXECUTION OF BID

A vendor who submits a bid for this Invitation to Bid agrees to the terms and conditions of this contract. The bidder must submit the Contract Signature document with the signature of an authorized representative no later than the date of the final award.

Upon award, the Administrator will notify the successful bidder to submit Certificate of insurance in the amount specified in specification bid document, which must state Bid Number and title of the contract.

### 2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact the FSA Cooperative Purchasing Program Administrator immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

### 2.18 LATE BIDS

Any bid or bids received after time and date specified in the Bid Calendar will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by mail, courier service, including U.S. Mail or any other occurrence. Any reference to time will be based on Eastern Time.

### 2.19 PUBLIC BID OPENING

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

Bids shall be publicly opened on the date and time specified on the Bid Calendar.

### 2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will occur during the bid opening and evaluation period. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the bid and corresponding specifications.

A determination of responsiveness includes, but is not limited to:

- Whether the bid was timely submitted and delivered to the correct location;
- The bid guarantee, if applicable, was provided;
- Whether the specification bid document was properly completed;
- Pricing on all required items was included;
- Makes, model and model codes for all items offered were submitted; and
- The discount offered from the bidder was clearly indicated.

Examples of items for which a bid can be determined nonresponsive:

- Unapproved use of equivalents;
- Responses that do not meet all requirements; or
- Submissions that fail to provide all required information or supporting documents.

### 2.21 MINOR IRREGULARITIES

The Administrator has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the Administrator determines that it is best interest of the FSA or the purchasers.

### 2.22 RESPONSIBLE BIDDER CRITERIA

Criteria used to determine whether a bidder is responsible include:

- Adequate facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts; and
- Ability to provide excellent customer service.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible.

If the Administrator determines additional information is necessary to award the bid, FSA can request staffing, performance and financial information from any bidder during the evaluation process. Information requested can be similar, but not limited to the information required for first year bidders.

### 2.23 BASIS FOR AWARD

The Administrator determines which bid responses meet the specifications and contract requirements, and therefore which bidders are responsive and responsible.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the Administrator for final evaluation and determination of award.

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

Awards will be made to bidders who are responsive and responsible by specification and by manufacturer.

The Administrator can accept or reject bids, or portions thereof, if it is determined that the acceptance or rejection is in the best interest of the FSA and the purchasers.

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

Fire Rescue Contract Terms and Conditions Rev 2-8-18

## 3.0 CONTRACT CONDITIONS

### 3.01 GENERAL REQUIREMENTS FOR ALL VEHICLES AND EQUIPMENT

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles or equipment purchased from the this contract.

### 3.02 STATEMENT OF AUTHORITY

Each person signing the Contract Signature Page warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

### 3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract period, the vendor must notify the Administrator immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org).

A sample Vendor Change Document is located in Appendix C and online at:

<https://www.flsheriffs.org/uploads/FSA%20Bid%20Award%20Vendor%20Info%20Change%20Document%20REV%205-16A%281%29.pdf>.

### 3.04 OPTION TO RENEW WITH PRICE ADJUSTMENT

This contract may be renewed by mutual agreement, initiated at discretion of the FSA, for up to two (2) additional years on a year by year basis.

Prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index or as a result of any changes to national or state standards that require substantial cost adjustments.

Prices may be increased or decreased by the percentage change reflected in the nationally published Producer Price Index. The Administrator shall determine the PPI based on the initiated timing of the extension that best reflects adjustments to the economy over the previous 12 months (i.e. the PPI 60 or 90 days from the contract execution anniversary date).

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to the Administrator. The Administrator will consider the cost changes and will make a final determination on the change in price.

For any vendor-initiated adjustment to begin on the first day of the renewed contract term, the vendor's request for adjustment should be submitted sixty (60) days prior to expiration of the contract term. The vendor request must clearly substantiate the requested increase. If no request is received from the vendor, the Administrator will assume that the vendor has agreed that the optional term may be executed without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

The FSA has the authority to accept the adjustment in price for the extended contract period or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the FSA.

#### 3.05 ADDITIONS AND DELETIONS

The FSA can add, remove, discontinue or suspend any specifications, or portions thereof, from this bid or awarded contract when it is deemed to be in the best interest of FSA and the purchasers.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor or Manufacturer performance; or
- Lack of relevance of products/commodities.

#### 3.06 DISCOUNTS

Discounts must be offered under this contract and shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for each specification and option listed. Discounts must be clearly documented in the bidders submission.

The dealer has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discounts are not required on any state or federal fees and charges.

Discount ranges are not permissible. Discounts must be a whole percentage with no decimal place (e.g. 10%).

#### 3.07 PRODUCTION CUTOFF

Production cutoff refers only to cab and chassis configurations within bid specifications. The vendor shall notify the Administrator no less than 60 calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor 10 business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion to choose whether to provide the next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

#### 3.08 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

#### 3.09 SUBSTITUTIONS

The FSA or purchasers will not accept substitute orders of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

#### 3.10 EMERGENCY LIGHT AND SIREN CERTIFICATION STANDARDS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the FSA Contract. Bid submissions received without these certifications will not be evaluated for award.

#### 3.11 FACTORY INSTALLED

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If an agency requests a non-scheduled option that is not included in the bid document, the Vendor may provide this non-scheduled option. The Purchaser has the opportunity to request the Vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

#### 3.12 VENDOR INSTALLED

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Vendor must also disclose the warranty of any item that is less than or exceeds factory warranty coverage.

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

#### 3.13 REMOUNT (AMBULANCE)

It is the responsibility of the awarded vendor to ensure that any remount services meet or exceed all insurance requirements under the terms and conditions of the FSA Fire/Rescue Vehicles and Other Equipment Contract. Remount service providers shall maintain a minimum of \$5,000,000 in Product Liability Insurance and a minimum of \$1,000,000 in Professional Garage Keepers Liability Insurance. Proof of adequate coverage shall be produced to the customer upon request.

All remount service providers are to be registered with National Highway Traffic Safety Administration (NHTSA), as a manufacturer. The remounter shall be familiar with, and follow, all applicable and/or recommended OEM guidelines and practices as published by the OEM chassis manufacturer. This shall include the strict compliance with the New Vehicle Standard, registration requirement, and the Incomplete Vehicle Document (IVD) for the appropriate chassis.

The remounter company shall be financially able to adequately support a warranty obligation offered to the purchaser and provide proof from a third party financial institution to the purchaser upon request. The warranty that shall be offered at a minimum to the customer shall be as follows:

1. The remounter shall warrant the ambulance and furnished equipment against parts failure or malfunction due to design, construction, or installation errors, defective workmanship, and missing or incorrect parts for a minimum period of 12 months or 12,000 miles (whichever occurs first).
2. However, if the remounter received from any supplier or subcontractor additional warranty on the whole or any component of the ambulance, in the form of time and/or mileage, including any prorate arrangements, or the remounter generally extends to their commercial customers a greater or extended warranty coverage, the customer shall receive corresponding warranty benefits.

It is also the responsibility of the awarded vendor to certify that it has inspected the remounted module for structural integrity and will supply a statement that includes date, time, and photographic proof of the inspection process to the purchaser. The remounter shall have written work process documentation to substantiate each step of the product and present to the awarded vendor upon completion of the remount.

This shall include:

1. The evaluation and the physical assessment of the original vehicle;
2. The production sequence and process; and
3. Written and verified quality control and function checks.

The remounter shall perform the following series of steps to determine viability of the proposed remount product:

1. The viability shall include a visual inspection of ambulance body module for overall condition to determine suitability for forward service life. This shall include the compatibility of the body to the proposed new chassis. This viability process shall include, and the remounter shall provide a Scope of Work to the awarded vendor, which shall include a detailed proposal to the customer: a notice of compliance of FMVSS requirements, including weight balance and payload projections and analysis.
2. The remounter shall inform the customer of any hidden deficiencies or defects discovered during the process; whereby remediation shall be mutually determined.
3. The remounter shall inspect and perform functionality testing in accordance to American Manufacturers Division of the National Truck Equipments Association standards.
4. The remounter shall provide final documentation of product and affix all applicable compliance labeling to the product.



## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

If a purchaser utilizes a remount service on its own initiative, the remount service provided shall be excluded from the terms and conditions of the Fire Rescue Vehicles and Other Equipment Contract.

#### 3.14 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

#### 3.15 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

#### 3.16 ORDER

The vendor shall submit a copy of the purchase order to the Coordinator within 14 days of receipt from the purchaser.

1. Purchasers shall issue a purchase order to the Vendor, which shall include the contract number, specification number, Purchaser's federal identification number, name of point of contact and agency, phone number and email address. Required delivery or due dates should be discussed with the dealer at the time of the quote. It is important to note that Vendors do not have ANY control over production delays in schedules from the manufacturer.
2. The Purchaser is required to forward an executed copy of the purchase order to the Florida Sheriffs Association, Cooperative Purchasing Program Coordinator at the same time the purchase order is sent to the Vendor. Emails or hard copies are acceptable. Emails can be sent to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).
3. If a Vendor receives a purchase order for a specification for which they were not awarded, the Vendor must notify the Purchaser and return the purchase order to the Purchaser within three (3) business days.
4. All vehicles ordered prior to manufacturer's close of production and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.
5. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications of the Contract and the purchase order.
6. It is the Vendor's responsibility to ensure that the vehicle ordered by the Purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The Vendor's acceptance of a Purchaser's order will indicate that the Vendor agrees to deliver a vehicle that will be fully compatible with all of its options.
7. Any changes that are required to bring a vehicle into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

8. A Confirmation of Order form shall be completed by the Vendor and returned to the Purchaser 14 calendar days from receipt of purchase order without notification by the Purchaser. The Confirmation of Order form is included in Appendix D.

Any additional information needed to complete this form should be obtained from the Purchaser. The form may be modified to accommodate each Purchaser as necessary.

### 3.17 VEHICLE DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Dealer and Manufacturer protocol for new vehicle delivery;
- Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, or papers;
- For cab and chassis, do not remove the window price sticker or supplied line sheet;
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual to accompany each vehicle; and
- A MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the Purchaser, if applicable. Vehicles that are missing this form, or have forms that have been altered will not be accepted.

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. Vehicles originating as an incomplete vehicle would be exempt.

Receipt of a vehicle by the vendor is defined as acceptance of the vehicle from a common carrier at the Vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. Incomplete vehicles would be exempt. The Purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the Purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery.

All warranties shall begin at the time of delivery to the Purchaser. The purchaser's warranty should not be active for incomplete vehicles or vehicles delivered to an upfitter before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by Purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

All vehicles must contain no less than 1/4 tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty five (35) gallons of capacity, a minimum of ten (10) gallons of fuel must be provided.

### 3.18 INSPECTION AND ACCEPTANCE

It is the responsibility of the Purchaser to inspect a vehicle for any damages.

Each Purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the Purchaser may have up to three (3) days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the Purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle meets or exceeds the requirements of the technical bid specifications and the submitted purchase order. Purchasers should inspect the vehicle for physical damage.

Delivery of a vehicle to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle meets contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle Specification
3. Copy of Manufacturer's Invoice or Window Sticker. Prices may be deleted from the manufacturer's invoice
4. Copy of Pre-Delivery Service Report
5. Warranty Certification
6. One complimentary copy of the printed owner's manual if requested, otherwise digital copies are acceptable
7. If the Vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative

Deliveries that do not include the above forms and publications will be considered incomplete and can be refused.

### 3.19 VEHICLE TAGS AND TITLE

Costs of tag and title shall not exceed the statutory rates. FSA Administrative Fee does not apply to tag and title work.

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

Title items shall be the responsibility of the vendor. The purchaser, if a government agency, has the authority to choose to register and title the vehicle.

Reasonable administrative costs for obtaining temporary tags, tag transfers, and new tags are permitted and can be negotiated between the purchaser and the vendor. All additional costs associated with obtaining, filing and shipping of tags shall be disclosed clearly on the vehicle quote. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price.

### 3.20 CAB AND CHASSIS PURCHASES

FSA highly recommends that all upfitting of cab and chassis be performed by vendors or third party suppliers that are licensed and/or certified to avoid unnecessary exposure to future liability.

Vendors are required to register and title the vehicle when the cab and chassis upfitting work is completed by the vendor or the vendor's selected third party supplier.

Cab and chassis can be purchased from vendors without any required additional fitting by the dealer. However, in this situation vendors are not required to register and title the chassis.

If an agency chooses to upfit the chassis with a third party supplier not selected by the vendor, then the third party supplier must perform the state mandated registration and title work upon completion of the upfitting.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

### 3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and Purchaser placing orders using this contract. Vendors must invoice each Purchaser independently.

A Purchaser has three (3) working days to inspect and accept the vehicles or equipment. The Vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

### 3.22 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension until satisfactory evidence of correction is presented to the Administrator.

### 3.23 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a Purchaser, not

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the Vendor until the vehicles or equipment are satisfactory and accepted by the Purchaser.

### 3.24 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

#### Purchase Orders

The Vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) days after the date of the purchase order.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).

The files should be named using the following examples:

Examples:

<i>County</i> = Florida County, County of PO 12345	<i>ABC County BCC PO 12345.pdf</i>
<i>City</i> = Florida City, City of PO 12345	<i>ABC City PO 12345.pdf</i>
<i>Sheriff</i> = Sheriff Office of PO 12345	<i>ABC Sheriff PO 12345.pdf</i>
<i>Education</i> = Institution Name PO12345	<i>ABC County College PO 12345.pdf</i>

#### Quarterly Reports

Quarterly reports are the contractual responsibility of each awarded Vendor. Quarterly Reports which do not adhere to the required format or are not complete of all purchase orders will be returned to the reporting Vendor for correction of deficiencies.

All quarterly reports are to be sent to [reports@flsheriffs.org](mailto:reports@flsheriffs.org) in MS Excel format. Quarterly reports are found on-line at [Vendors Only](#).

Quarterly Reports must be complete with the name of the dealer and the date. For example, "Spomot Motors, October 30, 2017" would be in the document header. Do not indicate the quarter on the top of the report. Purchase orders are not necessary for the quarterly report. An example of a Quarterly Report is in Appendix F.

Quarterly Reports are due no later than the 15<sup>th</sup> day of the month following the end of the quarter.

Quarterly reports should follow this schedule:

Year 1	Quarter Period	Reports and Administrative Fees Due
Y1Q1	May 4 – June 30 (Short quarter due to extension)	July 15
Y1Q2	July 1 – September 30	October 15
Y1Q3	October 1 – December 31	January 15
Y1Q4	January 1 – March 31	April 15
Year 2		
Y2Q1	April 1 – June 30	July 15

## FLORIDA SHERIFFS ASSOCIATION

### Cooperative Purchasing Program

#### Fire Rescue Contract Terms and Conditions Rev 2-8-18

Y2Q2	July 1 – September 30	October15
Y2Q3	October 1 – December 31	January 15
Y2Q4	January 1 – March 31	April 15

If a Vendor has no sales within a quarter, the vendor is required to submit a quarterly report and must indicate “NO SALES THIS QUARTER” on the report.

Deliveries beyond the Y2Q4 period are to be submitted as a “Y2Q4 Extended Delivery” report using the same report format until the contract deliveries are completed for the current contract.

### 3.25 ADMINISTRATIVE FEE

The Florida Sheriffs Association charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report. Vendors are to make notation of payments in a separate column for each line item of each quarterly report of the check number submitted for administrative fees paid each quarter.

Dealers are to include three quarters of one percent (.0075) to the base bid prices and options. The fee should be incorporated into the price at the time of bid submission. It should never be listed as a separate line item on any purchase order.

The administrative fee to be paid is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to Purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fee is the contractual responsibility of each vendor.

By submission of the Quarterly Reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or the designee.

All participating Vendors are responsible for ensuring the Administrator has the contact e-mail address for the person responsible for all Quarterly Reports. There will be no reminders for the Quarterly Reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association  
Cooperative Purchasing Program  
2617 Mahan Drive  
Tallahassee, FL 32308

### 3.26 FINES

The bidder warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible.

## FLORIDA SHERIFFS ASSOCIATION Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

Failure of the bidder to comply with the requirements of Section 1.42 Nonperformance, may result in fines of up to 10% of the total price of each unit for which nonperformance applies.

Failure to submit the administrative fee with accompanying quarterly reports within 15 calendar days following the end of each quarter will result in late fines. Vendors failing to submit administrative fees and Quarterly Reports will incur a \$25 late fee for every day that fees and reports are past due, beginning the 16<sup>th</sup> day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or fines as set forth in this section and Section 1.42, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the appropriate court in and for Leon County, Florida.

When quarterly reports are late, fines are to be included in Vendor's Quarterly Report and administrative fee submission. Late fines that are beyond 45 days can result in disqualification for future solicitations.

#### Schedule of Fines

Failure to submit quarterly report on time	\$25.00 per day
Failure to report a Purchase Order to FSA within the 30 calendar days of the purchase order date	\$100.00 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

Fire Rescue Contract Terms and Conditions Rev 2-8-18

### Appendix A – Drug-Free Workplace Form

## DRUG-FREE WORKPLACE FORM

Fire Rescue Vehicles and Other Equipment  
#FSA18-VEF13.0

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
Vendor Company/Manufacturer Name

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 employee 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 abuse 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 that this firm complies fully with the above requirements.

**Vendor's Authorized Representative Name and Title:** \_\_\_\_\_

\_\_\_\_\_  
Vendor's Authorized Representative Signature

Date: \_\_\_\_\_



**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Fire Rescue Contract Terms and Conditions Rev 2-8-18  
Appendix B – Insurance Checklist Form

**REQUIRED INSURANCE  
CHECK LIST**

**Fire Rescue Vehicles and Other Equipment  
#FSA18-VEF13.0**

- \_\_\_\_\_ 1. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida.  
✓
- \_\_\_\_\_ 2. Comprehensive General Liability(occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include Premises/Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications). General aggregate \$3,000,000.00  
✓
- \_\_\_\_\_ 3. Automobile Liability - \$1,000,000.00 each occurrence - owned/non-owned/hired automobiles included.  
✓
- \_\_\_\_\_ 4. Excess Liability - \$ \_\_\_\_\_ .00 per occurrence to follow the primary coverages.
- \_\_\_\_\_ 5. The FSA must be named as an additional insured on the liability policies; and it must be stated on the certificate. Coverage periods must be clearly defined.
- \_\_\_\_\_ 6. Other insurance as indicated:
  - Builders Risk completed value \$ \_\_\_\_\_
  - Liquor Liability \$ \_\_\_\_\_
  - Fire Legal Liability \$ \_\_\_\_\_
  - Protection and Indemnity \$ \_\_\_\_\_
  - Employee Dishonesty Bond \$ \_\_\_\_\_
  - Other (Garage) \$ 1,000,000.00
- \_\_\_\_\_ 7. Thirty (30) days written cancellation notice required.
- \_\_\_\_\_ 8. Best's guide rating B+:VI or better, latest edition.
- \_\_\_\_\_ 9. The certificate must state the bid number and title BIDDER AND INSURANCE AGENT STATEMENT:

**Proposer and Insurance Agent Statement:**

**We understand the Insurance Requirements of these specifications, as noted by the items checked above, and that evidence of this insurance may be required within five (5) days after bid opening.**

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
 Fire Rescue Contract Terms and Conditions Rev 2-8-18

Appendix C – Vendor Change Form

**Florida Sheriffs Association  
 Cooperative Purchasing Program  
 Vendor Change Document**

*Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.*

**FSA Contract Number(s) affected by change:** \_\_\_\_\_  
 \_\_\_\_\_

**Company Information Changes:**

<i>Old Information</i>	<i>New Information</i>
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

**Company Contact Changes:**

<i>Old Contact Information</i>	<i>New Contact Information</i>
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of \_\_\_\_\_.  
 This request will take effect as soon as it is received by FSA by e-mailing to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).

Name of Authorized Company Representative \_\_\_\_\_

Job Title \_\_\_\_\_ Date of Request \_\_\_\_\_

Authorized Company Representative Signature: \_\_\_\_\_

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Fire Rescue Contract Terms and Conditions Rev 2-8-18

Appendix D - Confirmation of Order Form

**CONFIRMATION OF ORDER**

**Florida Sheriffs Association  
& Florida Fire Chiefs Association  
Fire Rescue and Other Fleet Equipment**

**BID NO. FSA18-VEF13.0**

A Confirmation of Order form shall be completed by the Vendor and returned to the Purchaser  
14 calendar days from receipt of purchase order without notification by the Purchaser.

**TO BE COMPLETED BY DEALERSHIP:**

Dealership: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Specification No. \_\_\_\_\_ Type Vehicle: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_ Purchase Order Received: \_\_\_\_\_

Order Was Placed With the Manufacturer on: \_\_\_\_\_

Under Production Number: \_\_\_\_\_

Delivery should occur within \_\_\_\_\_ calendar days after receipt of Purchase Order.  
A Copy of the Required Production Sheet(s) are Attached for Your Files.

Comments: \_\_\_\_\_

**Agency:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

*A copy of this form should be attached and submitted with the Purchase Order as the last page.*

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Fire Rescue Contract Terms and Conditions Rev 2-8-18  
Appendix E – Manufacturer Certification Form

**MANUFACTURER  
CERTIFICATION**

**FIRE RESCUE VEHICLES & OTHER FLEET  
EQUIPMENT #FSA18-VEF13.0**

This is to certify that \_\_\_\_\_ is the manufacturer  
(Vendor/Respondent's Name)

or a manufacturer's authorized dealer of \_\_\_\_\_  
(Manufacturer/Brand Name)

in the State of Florida.

By:

Manufacturer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: Office \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE NOTE:** This certification form must be executed by an authorized employee of the manufacturer **ONLY**. Dealers/Representatives are not authorized to execute this certification form on behalf of the manufacturer. The manufacturer must execute this certification form even if they are offering their own products. Failure to submit this certification form with your response as required shall result in the disqualification of the response.

# FLORIDA SHERIFFS ASSOCIATION

## Cooperative Purchasing Program

### Fire Rescue Contract Terms and Conditions Rev 2-8-18

### Appendix F – Quarterly Report

[INSERT DEALERSHIP NAME HERE]

QUARTERLY REPORT for BID #FSA18-VEF13.0  
Effective Dates: May 4, 2018 thru March 31, 2020  
Fire Rescue and Other Equipment

May 4 - June 30/Y1-Q1						Zero Activity	<input type="checkbox"/> Check Box
Name of Purchasing Agency	PO #	Qty.	Spec. #	Vehicle Type	PO Date	Total PO Amount	Admin. Fee
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
July 1 - Sept 30/Y1-Q2						Zero Activity	<input type="checkbox"/> Check Box
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
Oct 1 - Dec 31/Y1-Q3						Zero Activity	<input type="checkbox"/> Check Box
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
Jan 1 - Mar 31/Y1-Q4						Zero Activity	<input type="checkbox"/> Check Box
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
Page Total						\$	-

Fees and reports are due no later than the 15th of the month following the quarter end.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
 Fire Rescue Contract Terms and Conditions Rev 2-8-18  
 Appendix G – Bid Calendar



**Fire Rescue Vehicles & Other Equipment Bid Calendar**  
**Contract #FSA18-VEF13.0**  
**Contract Period May 4, 2018 – March 31, 2020**

Registration for Bidder Participation in Bid Process & Pre-Qualification	Registration Deadline - February 16, 2018 5:00 PM EST
Specifications emailed to Bidders	Updates due to FSA by December 22, 2017
Fire Rescue Contract Terms & Conditions and Specification Updates Published	February 12, 2018
❖ <b>Mandatory Pre-Bid Meeting</b> Pre-qualification must be completed prior to this meeting and is listed within the Pre-Bid Meeting Registration at <a href="https://form.jotform.com/50823895724161">https://form.jotform.com/50823895724161</a>	February 21, 2018 <ul style="list-style-type: none"> <li>• Ambulance 9:00 AM – 12:00 PM EST</li> <li>• Fire Rescue 1:00 PM – 5:00 PM EST</li> </ul>
Revised Specifications and Terms & Conditions emailed to Bidders	March 2, 2018
Finalized Specification and Terms & Conditions emailed to Bidders	March 9, 2018
Request for Bid Clarification (Q&A) due to FSA	March 16, 2018
FSA Response to Q & A due to Bidders	March 20, 2018
Cone of Silence	March 20, 2018, 5:00 PM EDT – April 17, 2018, 5:00 PM EDT
<b>Deadline to Submit Sealed Bid Response to FSA</b>	April 9, 2018 5:00 PM EDT
Public Bid Opening – FSA Headquarters, 2617 Mahan Drive, Tallahassee, FL 32308	April 10, 2018, 9:00 AM – 10:00 AM EDT
Bid Review by FSA Fire Rescue Advisory Committee – FSA Headquarters	April 10-13, 2018
Public Inspection of Bids FSA Headquarters, 2617 Mahan Drive, Tallahassee, FL 32308	April 12, 2018 3:00 PM – 5:00 PM EDT
Intent to Award Posting	April 17, 2018
Notice of Protest Due	April 20, 2018 5:00 PM EDT
Formal Written Protest Due	April 27, 2018 5:00 PM EDT
Bid Effective Date and Publication	May 4, 2018
❖ <b>Mandatory Pre-Bid Meeting Location</b> Volusia County Emergency Operations Center 3825 Tiger Bay Road Daytona Beach, FL 32124	Contact E-Mail: <a href="mailto:CPP@flsheriffs.org">CPP@flsheriffs.org</a> Bid Questions Call: (850) 877-2165 X241

*All Times are in the Eastern Daylight Standard Time Zone*

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #16**

# Leon County Board of County Commissioners

## Agenda Item #16

April 14, 2020

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Bid Award for Eastside Branch Library Wall and Roof Repairs Project



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Kenneth H. Cureton, AIA, NCARB, Construction Manager II Shelly Kelly, Purchasing Director

### **Statement of Issue:**

This item seeks Board approval to award the bid for the Eastside Branch Library Wall, Roof and Structural Repairs project to OliverSperry Renovation and Construction, Inc. in the amount of \$399,995.

### **Fiscal Impact:**

This item has a fiscal impact. This item has been budgeted and adequate funding is available in the Building Roof Repairs Capital Improvement budget.

### **Staff Recommendation:**

Option #1: Approve the bid award to OliverSperry Renovation and Construction, Inc., in the amount of \$399,995 for the Eastside Branch Library Wall and Roof Repairs Project (Attachment #1) and authorize the County Administrator to execute the Agreement.



## **Report and Discussion**

### **Background:**

This item seeks Board approval to award the bid for the Eastside Branch Library Wall, Roof and Structural Repairs project to OliverSperry Renovation and Construction, Inc. in the amount of \$399,995. The scope of work in this project will provide necessary roofing repairs as the County continues to focus limited resources towards maintaining existing infrastructure.

The scope of the project will include repairs to existing moisture intrusion, wood rot and termite damage to structural wall and roof panels, replace low-slope roof membrane, tapered insulation and flashing, rework roof drainage components, add new stormwater piping below grade, repair stucco wall finish, repair/replace interior wall finish and carpet in select areas of the building.

### **Analysis:**

The Invitation to Bid for the Eastside Branch Library Wall and Roof Repairs project was advertised locally on February 7, 2020. The project included an Additive Alternate in the bid documents to be taken solely at the County's option. The Additive Alternate called for a higher-grade roof material, but upon further consideration, it was determined that there was no substantial effect in the overall performance of the higher-grade material, and no increase in the product warranty. After further consultation with the Project Architect, County staff rejected inclusion of the Additive Alternate as a cost-saving measure.

A total of 66 vendors were notified through the automated procurement system. A total of 40 bid packages were requested. The County received four bids on March 12, 2020, with the lowest responsive bidder being OliverSperry Renovation and Construction, Inc in the amount of \$399,995 (Attachment #2). The second lowest responsive bid was from Burnette Construction and Development in the amount of \$492,000, a difference of \$92,005. The other two bidders (Lloyd Roofing and Construction, Inc. and Southland Contracting, Inc.) were considered nonresponsive by the Purchasing Division as they did not meet the MWSBE aspirational targets set forth in the bid and did not submit a Good Faith Effort Form (Attachment #3).

It is important to note that the high degree of separation between the bids was considered and investigated by staff. Staff has confirmed that OliverSperry Renovation and Construction, Inc. has provided the same information as the other bidders for the terms and special conditions of the project and has acknowledged receipt of all Contract Documents.

The Minority, Women and Small Business Enterprise (MWSBE) Division reviewed MWSBE Participation Plans, submitted by the bidders. The aspirational targets for the bid were 17% MBE and 9% WBE. None of the bidders met the aspirational targets; however, the MWSBE Division determined that OliverSperry Renovation and Construction, Inc. provided a satisfactory Good Faith Effort Form and supporting documentation which included contacting painting subcontractors (Attachment #3). If awarded the bid, the Office of Economic Vitality will work with OliverSperry Renovation and Construction, Inc. to increase MWBE utilization for these subcontracting opportunities.

**Options:**

1. Approve the bid award to OliverSperry Renovation and Construction, Inc. in the amount of \$399,995 for the Eastside Branch Library Wall and Roof Repairs Project (Attachment #1) and authorize the County Administrator to execute the Agreement.
2. Do not approve the bid award to OliverSperry Renovation and Construction, Inc. in the amount of \$399,995 for the Eastside Branch Library Wall and Roof Repairs Project.
3. Board direction.

**Recommendation:**

Option #1

Attachments:

1. Draft Agreement
2. Bid Tabulation Sheet
3. MWSBE Analysis 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 OLIVERSPERRY RENOVATION AND CONSTRUCTION, INC., 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 provide repairs to existing moisture intrusion, wood rot and termite damage to structural wall and roof panels, replace low-slope roof membrane, tapered insulation and flashing, rework roof drainage components, add new stormwater piping below grade, repair stucco wall finish, repair/replace interior wall finish and carpet in select areas , in accordance with: 1) Solicitation # BC-03-10-20-38 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 shall be completed within one-hundred eighty (180) 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, the sum of \$500.00.

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.

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 \$399,995.00 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: Ken Cureton  
Street Address: 2280 Miccosukee Road  
City, State, Zip Code: Tallahassee, Florida 32308  
Telephone: 850-606-1523  
E-mail: [CuretonK@leoncountyfl.gov](mailto:CuretonK@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: Ken Cureton  
Street Address: 2280 Miccosukee Road  
City, State, Zip Code: Tallahassee, Florida 32308  
Telephone: 850-606-1523  
E-mail: [CuretonK@leoncountyfl.gov](mailto:CuretonK@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.

- 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. 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](mailto:KELLEYS@LEONCOUNTYFL.GOV)**

**15. 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@oevforbusiness.org](mailto:DJones@oevforbusiness.org), LaTanya Raffington at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org), or Shanea Wilks at [swilks@oevforbusiness.org](mailto:swilks@oevforbusiness.org).

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-03-10-20-38

Exhibit B – Vendor’s Response to Solicitation #BC-03-10-20-38

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

**LEON COUNTY, FLORIDA**

**OLIVERSPERRY RENOVATION AND CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Vincent S. Long  
County Administrator

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Gwendolyn Marshall, Clerk of the Court &  
Comptroller, Leon County, Florida

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Chasity H. O'Steen  
County Attorney

DATE: \_\_\_\_\_



**Leon County**  
**Board of County Commissioners**  
 301 South Monroe Street, Tallahassee, Florida 32301  
 (850) 606-3302 www.leoncountyfl.gov

Attachment #1  
 Page 12 of 101  
 Purchasing Division  
 1800-3 North Blair Stone Road  
 Tallahassee, Florida 32308  
 (850) 606-1600

February 19, 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: Eastside Branch Library Wall and Roof Repairs  
 Bid No: BC-03-10-20-38  
 Opening Date: March 10, 2020

ADDENDUM # 1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the bid specifications:

A. Revisions to the Invitation to Bid (ITB):

1. Page 6, Contractor's Qualifications, shall be removed in its entirety and replaced with the following:

**CONTRACTOR'S QUALIFICATIONS**

The primary contractor shall be licensed by the State of Florida as a Licensed General Contractor or Licensed Building Contractor pursuant to FS 489.105(3)(a) and (b). The Licensed General Contractor or Licensed Building Contractor shall possess an active and current licensing placard issued by the Florida Department of Business and Professional Regulation (DBPR). Copies of primary contractor's licensing placard(s) shall be submitted to Leon County concurrent with bid.

The primary and/or any subcontractors shall be licensed by the State of Florida as a Licensed Roofing Contractor pursuant to FS 489.105(3)(e) and shall possess an active and current licensing placard issued by the Florida Department of Business and Professional Regulation (DBPR). Copies of contractor's licensing placard(s) shall be submitted to Leon County concurrent with bid.

Failure to provide proof of State of Florida General Contractor's license may result in the bid being determined as non-responsive.

**Contractors shall be licensed in the State of Florida as required by Chapter 489, Florida Statutes. Specific license type for this project shall be as indicated in F.S. sections 489.105(3)(a)-(g) as applicable to the scope of work of the project.**

Proposed sub-contractors and/or if self-performing, the employee that is performing the work, must hold a license for any specialty work, based on the work required to complete this project.

2. Attachment C – Existing Conditions Report has been added to the Invitation to Bid and is attached to this Addendum.
3. The following shall be added to Attachment A – Technical Specifications, Section 1.10 WORK RESTRICTONS, B. 5.:

No work shall be permitted in or near the Public Meeting Room due to Early Voting for the following days:

March 2, 2020 – March 19, 2020

August 3, 2020 – August 20, 2020

October 12, 2020 – November 5, 2020

**B. Questions received with answers being provided (In Bold) to assist all in preparation of the bid submission:**

1. Is it possible to go up on the roof?

**Yes, if interested, call Michael Boland, 850-606-5025 and he will schedule a time for you to have access to the roof.**

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



# 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

March 10, 2020

**RE: Bid Title: Eastside Branch Library Wall and Roof Repairs**  
**Bid No: BC-03-10-20-38**  
**Opening Date Changed: March 12, 2020**  
**(addendum changes opening date)**

### 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. The **SCHEDULE OF EVENTS** has been updated to include:

1. The **BID SUBMISSION DUE DATE** has been changed to **Thursday, March 12, 2020 at 2:00 PM.**

B. Revisions to the Invitation to Bid (ITB):

1. Minority and Women Business Enterprise (MWBE) Participation Plan Form was not included with the original solicitation and is a requirement for this solicitation. The Form is attached to this Addendum and must be submitted with the vendors response.

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



**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 2020**

**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

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**

**Bid Number: BC-03-10-20-38**

**Opening Date: March 10, 2020**

---

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

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**

**Bid Number: BC-03-10-20-38**

**Opening Date: March 10, 2020**

---

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.

DRAFT

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 2020**

**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) <sup>1</sup>	Firm’s Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm’s Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
<b>Minority and Women Business Enterprise(s)</b>					
a.					
b.					
c.					
d.					
e.					
f.					
Total Bid Amount \$		Total MWBE Participation \$		MBE Participation % WBE Participation %	
<sup>1</sup> <b>Certification</b> Attach and submit a copy of each MBE and WBE certification with the bid. <sup>2</sup> <b>Ethnic Group</b> 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.					

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**

**Bid Number: BC-03-10-20-38**

**Opening Date: March 10, 2020**

**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.				

<p><b>Please check the box if you will be Self-Performing.</b></p>	<input type="checkbox"/>
--	--------------------------

**\*By checking this box, I assert that I have all of the required licensing/certifications to perform this project.**



**INVITATION TO BID**

**FOR**

**EASTSIDE BRANCH LIBRARY WALL AND ROOF REPAIRS**

**PROPOSAL NUMBER BC-03-10-20-38**

**LEON COUNTY GOVERNMENT  
LEON COUNTY, FLORIDA**

Release: February 7, 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](mailto:KelleyS@leoncountyfl.gov) or [ForslundG@leoncountyfl.gov](mailto: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 repairs existing moisture intrusion, wood rot and termite damage to structural wall and roof panels, replace low-slope roof membrane, tapered insulation and flashing, rework roof drainage components, add new stormwater piping below grade, repair stucco wall finish, repair/replace interior wall finish and carpet in select areas in accordance with Attachment A – Technical Specifications and Attachment B – Construction Plans.

Attachment A – Technical Specifications, 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>

**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/>.

<b>Table 1 - Schedule of Events</b>	
<b>Date and Time (all eastern time)</b>	<b>Event</b>
February 7, 2020	<b>Release of the ITB</b>
February 13, 2020 at 10:00 a.m.	<b>MANDATORY ONSITE PRE-BID MEETING:</b> Date and time a mandatory pre-bid meeting will be held at <b>Eastside Branch Library, located at 1583 Pedrick Road, Tallahassee, FL 32317.</b>
<b>Not later than:</b> February 18, 2020 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> March 10, 2020 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE:</b> 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 [KelleyS@leoncountyfl.gov](mailto:KelleyS@leoncountyfl.gov) and [ForslundG@leoncountyfl.gov](mailto: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, 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 prebid 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.

#### 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.

## 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.

## 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

The primary contractor shall be licensed by the State of Florida as a Licensed General Contractor and Licensed Roofing Contractor pursuant to FS 489.105(3)(a) and (e). The Licensed General Contractor and Licensed Roofing Contractor shall possess an active and current licensing placard issued by the Florida Department of Business and Professional Regulation (DBPR). Copies of primary contractor's licensing placard(s) shall be submitted to Leon County concurrent with bid. The primary and any subcontractors utilized on this project shall be Florida licensed in their trade.

Failure to provide proof of State of Florida General Contractor's license may result in the bid being determined as

non-responsive.

Contractors shall be licensed in the State of Florida as required by Chapter 489, Florida Statutes. Specific license type for this project shall be as indicated in F.S. sections 489.105(3)(a)-(g) as applicable to the scope of work of the 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](mailto:DJones@oeforbusiness.org)

Alternates:

LaTanya Raffington, MWSBE Coordinator by email at [lrffington@oeforbusiness.org](mailto:lrffington@oeforbusiness.org)

Shanea Wilks, MWSBE Coordinator by email at [swilks@oeforbusiness.org](mailto: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). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below are policy examples of good faith efforts that bidders can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by M/WBE's 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 M/WBE'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 M/WBEs who provide the services needed for the bid.
- d. Contacted MBEs and/or WBEs that 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/WBE's.
- 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.

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://oevforbusiness.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.

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 shall be completed within one-hundred eighty (180) 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, the sum of \$500.00.

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 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.

### VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

### 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.

### CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

### 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.

**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
- \_\_\_\_\_ Bid Bond



**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

**Base Bid:** \_\_\_\_\_

**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.**

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

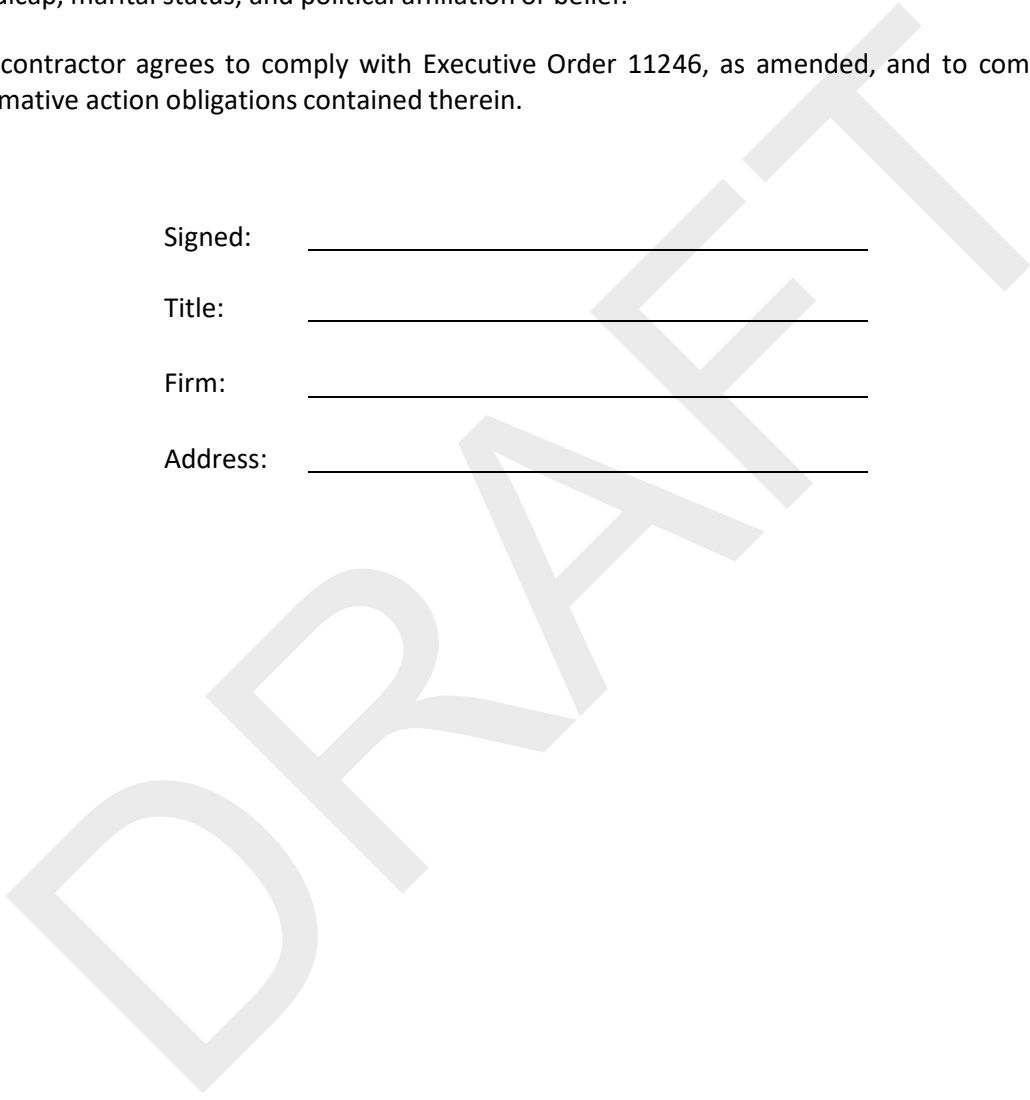
1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, 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: \_\_\_\_\_



### 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

**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

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	

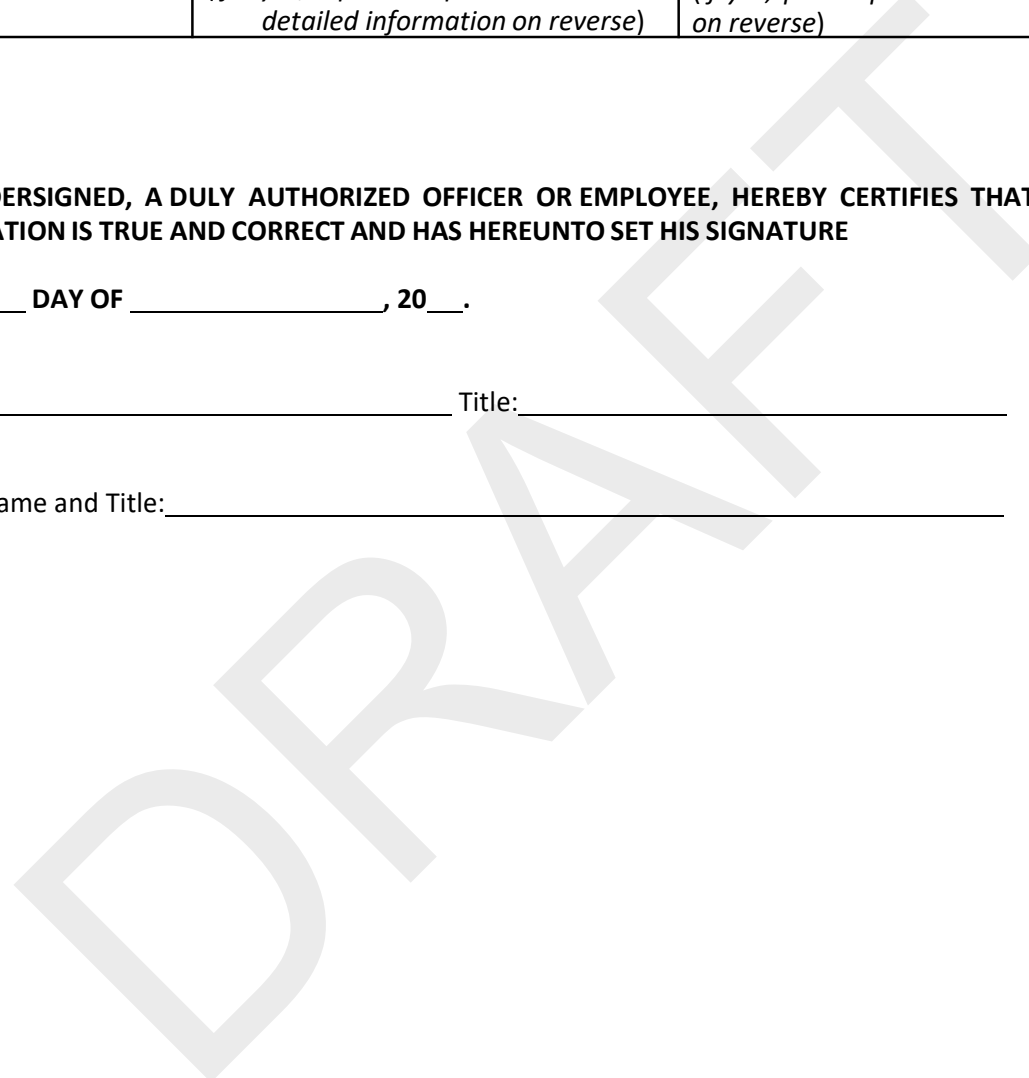
Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?  <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>(If yes, please provide detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims 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: \_\_\_\_\_



**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: \_\_\_\_\_







**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

### 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

### 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

# LEON COUNTY EASTSIDE BRANCH LIBRARY

1583 PEDRICK ROAD, TALLAHASSEE, FL 32317  
LEON COUNTY PUBLIC LIBRARY  
15 OCTOBER 2019  
CONTRACT DOCUMENTS



LEON COUNTY EASTSIDE LIBRARY

16730 Drawn By: jh2  
Project Code Checked By: DB

Date 15 OCTOBER 2019

CONTRACT DOCUMENTS

Revisions  
△  
△  
△  
△  
△  
△

COVER SHEET

Tallahassee Florida

# CS-1

2074 Centre Pointe Blvd., Suite 200, Tallahassee, FL 32308  
Phone 850 224-6301 Fax 850 561-6978

## PROJECT DIRECTORY

**OWNER**  
LEON COUNTY PUBLIC LIBRARY  
301 SOUTH MONROE STREET  
TALLAHASSEE, FL 32301  
TEL: 850-606-2750

**ARCHITECT**  
BFB&S ARCHITECTS  
2074 CENTRE POINTE BLVD.  
SUITE 200  
TALLAHASSEE, FL 32308  
TEL: 850-224-6301  
www.bfbsa.com

**STRUCTURAL ENGINEER**  
BLISS NYITRAY INC.  
227 N BRONOUGH ST  
SUITE #7300  
TALLAHASSEE, FL 32301  
TEL: 850-222-4454

## PROJECT LOCATION MAP



## GENERAL LEGEND

<b>BUILDING SECTION</b>		BUILDING SECTION LETTER		SPOT ELEVATION
<b>WALL SECTION</b>		WALL SECTION NUMBER SHEET NUMBER		NORTH ARROW
<b>DETAIL</b>		DETAIL NUMBER SHEET NUMBER		STRUCTURAL STEEL FRAMING
<b>BUILDING ELEVATION</b>		BUILDING ELEVATION LETTER SHEET NUMBER		REVISION CLOUD REVISION NUMBER
<b>INTERIOR ELEVATION</b>		INTERIOR ELEVATION LETTER SHEET NUMBER		METAL STUD WALL
		COLUMN LETTER OR NUMBER		CONCRETE MASONRY
		ROOM NAME AND NUMBER		EARTH/COMPACT FILL
		DOOR NUMBER FIRE RATING		PORUS FILL/ GRAVEL
		WALL PARTITION TYPE		CONCRETE
		WINDOW TYPE (INTERIOR)		SAND, MORTAR, GYPSUM BOARD, PLASTER
		WINDOW TYPE (EXTERIOR)		INFILL CONSTRUCTION
		CARD READER		NEW STEEL COLUMNS
		DOOR HOLD OPEN		PROPERTY LINE
		FIRE EXTINGUISHER CABINET		HIDDEN LINE (BEYOND)
		FIRE EXTINGUISHER ON BRACKET		OVERHANG OR SOFFIT LINE (ABOVE)
				BREAK LINE
				WOOD- CONTINUOUS/ NON CONTINUOUS
				FINISH WOOD
				BATT INSULATION
				RIGID INSULATION
				BLOCK
				PLYWOOD
				FACE BRICK

## ABBREVIATIONS

A.C.	AIR CONDITIONED	JCT.	JUNCTION
ACP	ACOUSTICAL PANEL	JT.	JOINT
A.C.T.	ACOUSTICAL TILE	M.	MOTOR
A.F.F.	ABOVE FINISH FLOOR	MAINT.	MAINTENANCE
A.H.U.	AIR HANDLING UNIT	MAX.	MAXIMUM
AJ	ACOUSTICAL JOINT	M.D.P.	MAIN DISTRIBUTION PANEL
ALT.	ALTERNATE	MECH.	MECHANICAL
ALUM.	ALUMINUM	MTL.	METAL
AMP.	AMPERES	MIN.	MINIMUM
AN	ANODIZED	MISC.	MISCELLANEOUS
APPROX.	APPROXIMATELY	MO	MASONRY OPENING
ARCH.	ARCHITECTURAL	MOD.BIT.	MODIFIED BITUMEN
B	BOTTOM	MR	MOISTURE RESISTANT
BD.	BOARD	M.T.	METAL THRESHOLD
BLDG.	BUILDING	MTD.	MOUNTED
BLK.	BLOCK	MTG.	MOUNTING
BM.	BEAM	N	NORTH
BAL.	BALANCE	N.A.	NOT APPLICABLE
BRG.	BEARING	N.I.C.	NOT IN CONTRACT
B.T.U.M.	BRITISH THERMAL UNIT/HOUR	NO.	NUMBER
C	CONDUIT	NTS	NOT TO SCALE
CAB.	CABINET	O.C.	ON CENTER
CAP.	CAPACITY	O.C.E.W.	ON CENTER EACH WAY
CB	CIRCUIT BREAKER	O.D.	OUTSIDE DIAMETER
C.D.	CEILING DIFFUSER	O.H.	OVERHEAD
C	CENTER LINE	OPNG.	OPENING
CER.	CERAMIC	OPP.	OPPOSITE
C.F.M.	CUBIC FEET/MINUTE	P. LAM	PLASTIC LAMINATE
CIRC.	CIRCULATING	PART.	PARTITION
C.I.	CAST IRON	PC	PRECAST CONCRETE
CKT.	CIRCUIT	PER.	PERIMETER
CL	CLEAR	PL	PLATE
CLG.	CEILING	PLBG.	PLUMBING
C.M.U.	CONCRETE MASONRY UNIT	PLYWD	PLYWOOD
C.O.	CLEAN OUT	PNL.	PANEL
CPT	CARPET	PRES.	PRESSURE
COL.	COLUMN	PSF	POUNDS/SQUARE FOOT
COMP.	COMPRESSOR	PSI	POUNDS/SQUARE INCH
COND.	CONDENSATE	PSIG	POUNDS/SQUARE INCH GAGE
CONN.	CONNECTION	P.T.	PRESSURE TREATED
CONT.	CONTINUOUS	PT	PAINT
CJ	CONTROL JOINT	PTD.	PAINTED
CT	CERAMIC TILE	QT	QUARRY TILE
C.T.B.	CERAMIC TILE BASE	QTR.	QUARTER
CU	CONDENSING UNIT	QUAN.	QUANTITY
DET	DETAIL	R	RADIUS
DIA.	DIAMETER	R.A.	RETURN AIR
DIFF.	DIFFUSER	RAD.	RADIUS
DIM.	DIMENSION	R.A.G.	RETURN AIR GRILLE
DISC.	DISCONNECT	R.A.R.	RETURN AIR REGISTER
DIST.	DISTRIBUTION	RD.	ROUND
D.J.	DUMMY JOINT	R.D.	ROOF DRAIN
DN.	DOWN	RDY.	READY
DR.	DRAIN	RECIRC.	RECIRCULATING
D.S.	DOWNSPOUT	RECP.	RECEPTACLE
DWG(S)	DRAWING(S)	REG.	REGISTER
E	EAST	RENF.	REINFORCING
EA.	EACH	REQ.	REQUIRED
E.C.	EMPTY CONDUIT	RET.	RETURN
E.F.	EXHAUST FAN	R.G.	RETURN GRILLE
EL.	FLOOR ELEVATION	RM.	ROOM
EQ	EQUAL	R.O.	ROUGH OPENING
ELEV.	ELEVATION	R.P.M.	REVOLUTION/MINUTE
EQ	EQUAL	RWL	RAIN WATER LEADER
EQUIP.	EQUIPMENT	S.A.	SUPPLY AIR
E.W.C.	ELECTRIC WATER COOLER	S.A.T.	SUSPENDED ACOUSTICAL TILE
EXH.	EXHAUST	SCH.	SCHEDULE
EXP.	EXPANSION	SECT.	SECTION
E.J.	EXPANSION JOINT (EJ)	SERV.	SERVICE
E.W.	EACH WAY	S.G.	SUPPLY GRILLE
EXT.	EXTERIOR	SHT.	SHEET
EXIST.	EXISTING	SP.	STAND PIPE
F.A.	FIRE ALARM	SPEC.	SPECIFICATIONS
F.B.C.	FLORIDA BUILDING CODE	SQ. FT.	SQUARE FEET
F.C.	FLEXIBLE CONNECTION	SRB	STRAIGHT RESILIENT BASE
F.D.	FLOOR DRAIN	SS	STAINLESS STEEL
F.E.	FIRE EXTINGUISHER & BRACKET	STL	STEEL
F.E.C.	FIRE EXTINGUISHER & CABINET	STOR.	STORAGE
F.H.C.	FIRE HOSE CABINET W/ EXTINGUISHER	STRUC.	STRUCTURAL
FIN.	FINISH	SUSP.	SUSPENDED
FL.	FLOOR	SW.	SWITCH
FP	FIRE PROOFING	T	TOP
FT.	FOOT-FEET	TEL.	TELEPHONE
FTG.	FOOTING	TEMP.	TEMPERATURE
FVC	FIRE VALVE CABINET	THK.	THICK
G.A.	GAUGE	THD.	THRESHOLD (THRESH)
GAL.	GALLON	T.O.W.(B)	TOP OF WALL (BEAM)
GALV.	GALVANIZED	TYP.	TYPICAL
G.F.E.	GOVERNMENT FURNISHED EQUIPMENT	UNO	UNLESS NOTED OTHERWISE
GL.	GLASS	URNAL	URINAL
GND.	GROUND	V.	VOLT
G.P.M.	GALLONS PER MINUTE	VT	VINYL COMPOSITION TILE
GR	GRILLE	V.C.	VITROUS CLAY
GWB	GYPSUM WALLBOARD	V.E.J.	VERTICAL EXPANSION JOINT
GYP. BD.	GYPSUM BOARD	VENT.	VENTILATION
H.B.	HOSE BIBB	VERT.	VERTICAL
H.C.	HANDICAP	V.I.F.	VERIFY IN FIELD
HT.	HEIGHT	V.T.R.	VENT THRU ROOF
H.M.	HOLLOW METAL	W.	WATT
H.P.	HIGH POINT	WI	WITH
HR.	HOUR	W.C.	WATER CLOSET
HTG.	HEATING	W.C.O.	WASTE CLEAN OUT
H.&V.	HEATING & VENTILATING	WD.	WOOD
HDWE	HARDWARE	W.D.	WINDOW DIMENSION
HYD.	HYDRANT	WF	WIDE FLANGE
I.D.	INSIDE DIAMETER	W.G.	WATER GAGE
IN.	INCHES	WP	WEATHERPROOF
INCD.	INCANDESCENT	W.W.F.	WELDED WIRE FABRIC
INSUL.	INSULATION		
INT.	INTERIOR		
J.B.	JUNCTION BOX		

## INDEX OF DRAWINGS

CS-1	COVER SHEET
CS-2	INDEX SHEET
<b>STRUCTURAL</b>	
S0.1	STRUCTURAL NOTES & ROOF WIND LOAD DIAGRAM
S0.2	WALL WIND LOAD DIAGRAMS
S1.2	ROOF FRAMING PLAN
S2.1	DETAILS
<b>ARCHITECTURAL</b>	
D1.1	DEMOLITION - FLOOR PLAN
D1.2	DEMOLITION - ROOF PLAN
A0.1	SITE PLAN
A1.1	FLOOR PLAN
A2.1	CEILING PLAN
A3.1	BUILDING ELEVATIONS
A4.1	BUILDING SECTIONS
A4.2	BUILDING SECTIONS
A4.3	BUILDING SECTIONS
A4.4	BUILDING SECTIONS
AS.1	BUILDING DETAILS
AS.2	ROOF DETAILS

## GENERAL NOTES

THE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL CONDITIONS. IF THE CONTRACTOR IS UNABLE TO INTERPRET THE CONSTRUCTION DOCUMENTS, HE/SHE IS RESPONSIBLE FOR REQUESTING CLARIFICATION IN WRITING TO THE ARCHITECT. IF THE CONTRACTOR PROCEEDS WITH ANY WORK BEFORE OBTAINING CLARIFICATION, HE/SHE SHALL BE HELD RESPONSIBLE FOR ALL DEFICIENCIES ASSOCIATED THEREWITH.

DIMENSIONS ARE TAKEN FROM THE FACE OF EXISTING NON AND LOAD BEARING INTERIOR WALLS AND FROM THE FACE OF STUD FOR NEW WALLS.

BEFORE SUBMITTING FOR WORK OR BEGINNING WORK, THE CONTRACTOR WILL BE HELD TO HAVE EXAMINED THE PREMISES AND SATISFIED HIMSELF/HERSELF AS TO THE EXISTING CONDITIONS UNDER WHICH HE/SHE WILL BE OBLIGATED AND COMPLETE THE WORK UNDER THE CONTRACT. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY IN THIS CONNECTION ON BEHALF OF THE CONTRACTOR FOR ANY ERRORS OR NEGLIGENCE ON HIS/HER PART.

CONTRACTOR SHALL ERECT AND MAINTAIN ALL REASONABLE SAFEGUARDS FOR SAFETY AND HEALTH INCLUDING POSTING DANGER SIGNS, AND OTHER WARNING AGAINST HAZARDS, AS WELL AS PROMULGATING SAFETY REGULATIONS. CONTRACTOR SHALL PROVIDE SAFETY PRECAUTIONS AND BARRICADES FOR PEDESTRIANS AT CONSTRUCTION, VEHICLE ACCESS AND EGRESS LOCATIONS.

THE CONTRACTOR SHALL SUBMIT A COMPLETE DETAILED CONSTRUCTION SCHEDULE AND PLAN PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.

CONTRACTOR SHALL BE RESTRICTED TO AREAS SPECIFIED BY OWNER FOR ON SITE STORAGE OF CONSTRUCTION MATERIALS. COMPARTMENT TRAILERS OR SIMILAR PROTECTIVE STORAGE FACILITIES MAY BE UTILIZED ON SITE TO SECURE ALL EQUIPMENT AND ITEMS REMOVED DURING PROJECT WORK. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND SECURITY OF ALL EQUIPMENT AND ITEMS REMOVED.

CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL POWER AND WATER UTILITY PROVIDERS TO INSTALL NEW SERVICE TO THE SITE PRIOR TO THE START OF CONSTRUCTION.

ALL WORK SHALL COMPLY WITH APPLICABLE OSHA AND EPA REGULATIONS AND GUIDELINES.

INSTALL WORK IN ACCORDANCE WITH THE CODES LISTED ON THE INDEX SHEET. IMMEDIATELY NOTIFY THE ARCHITECT WHEN CONFLICTS OCCUR BETWEEN CODES AND BETWEEN THE CONSTRUCTION DOCUMENTS.

CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS TO THE ARCHITECT AT COMPLETION OF THE CONSTRUCTION. CHANGES SHALL BE INDICATED CLEARLY BY MECHANICAL DRAFTING METHODS.

CONTRACTOR SHALL MAINTAIN A CLEAN WORK PREMISES AT ALL TIMES AND SHALL CLEAN CONSTRUCTION SITE OF ALL DEBRIS DAILY.

CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EXISTING SURFACES OUTSIDE THE SCOPE OF WORK AND SHALL BE RESPONSIBLE FOR RETURNING DAMAGED AREAS (MATERIALS, FINISHES, LANDSCAPE, ETC.) TO THEIR ORIGINAL CONDITION. ALL DISTURBED AREAS OF SOIL TO BE SOODED. ALL PLANTING REPLACEMENT TO BE GUARANTEED FOR ONE YEAR.

CONTRACTOR SHALL ERECT ALL SAFE GUARDS TO PROTECT ADJACENT AREAS. REMOVE DEBRIS FROM JOB SITE DAILY AND ADHERE TO ENVIRONMENTAL REGULATIONS.

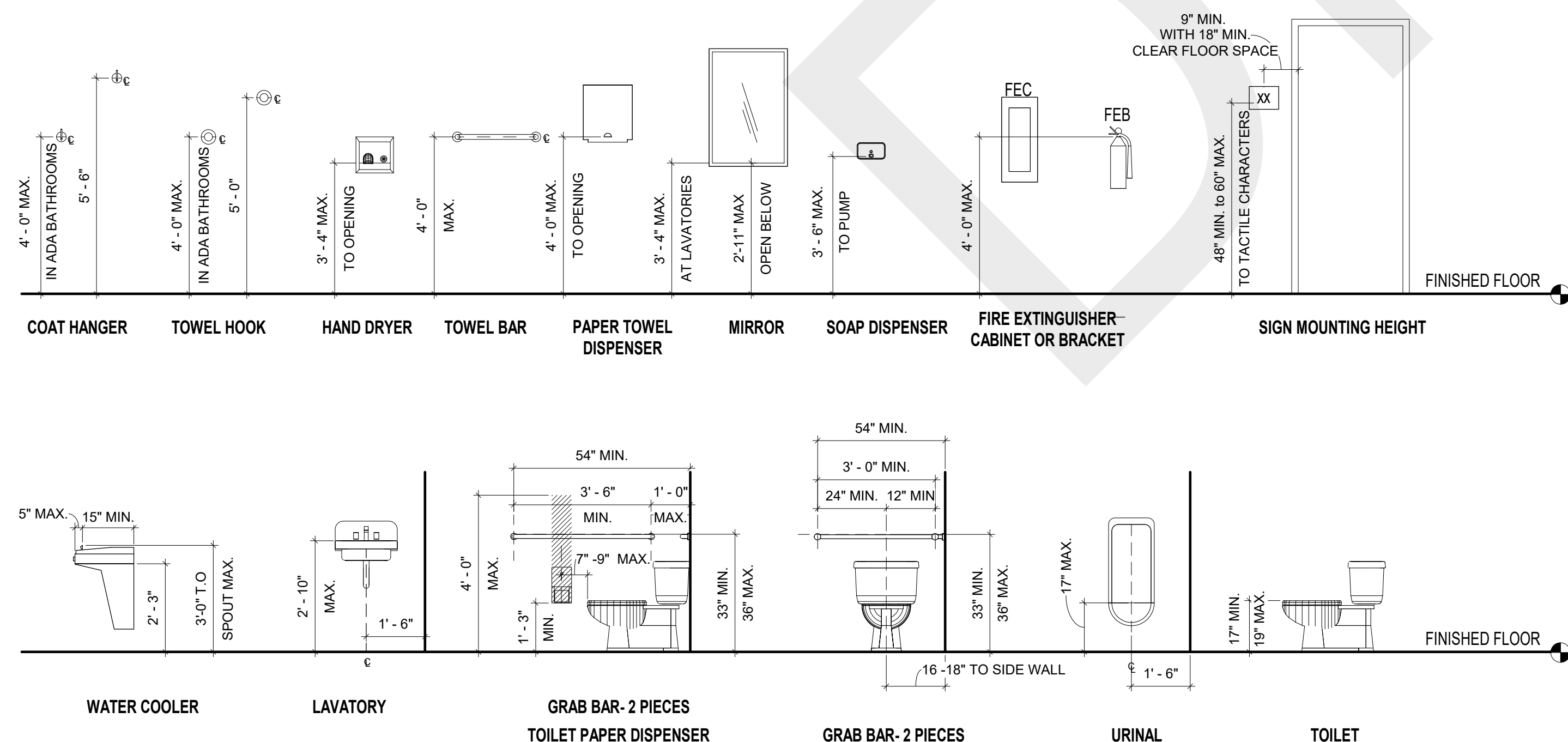
WHERE A NOTE IS SHOWN FOR ONE CONDITION IT SHALL APPLY TO ALL SIMILAR AND LIKE CONDITIONS.

CONTRACTOR SHALL PATCH ALL SPALLED AND ROUGH CONCRETE FLOOR SURFACES TO PROVIDE A CONTINUOUS LEVEL CONCRETE SURFACE.

A DISCOVERY OF ASBESTOS, ALL MATERIAL KNOWN TO CONTAIN ASBESTOS & THAT WILL BE IMPACTED BY DEMOLITION & CONSTRUCTION ACTIVITIES INCLUDED IN THE PROJECT SCOPE OF WORK HAVE BEEN REMOVED. IN THE EVENT CONCEALED CONDITIONS ARE ENCOUNTERED, NOTIFY THE ARCHITECT PRIOR TO PROCEEDING FURTHER WITH WORK.

## MOUNTING HEIGHT LEGEND

IN ACCORDANCE WITH FLORIDA BUILDING CODE 2014: ACCESSIBILITY



## OCCUPANCY

<b>OCCUPANCY GROUP:</b>	FBC GROUP A-3	FBC-B: CH. 3, SECTION 302
<b>GROSS FLOOR AREA:</b>	13,419 GSF	
<b>FLOOR AREA:</b>	13,419 GSF - BUSINESS ASSEMBLY	
<b>TOTAL OCCUPANCY LOAD:</b>	3,367 NSF @ 50 SF/PERSON = 68 PERSONS	FBC-B: CH. 10 TABLE 1004.1.2
	6,766 GSF @ 100 SF/PERSON = 68 PERSONS	
<b>TOTAL ALLOWABLE OCCUPANCY:</b>	= 136 PERSONS	FBC SECTION 508
<b>CONSTRUCTION TYPE:</b>	TYPE V-B NON SPRINKLERED	
<b>TENENT SEPARATION:</b>	N/A	

## APPLICABLE CODES

BUILDING.....	FLORIDA BUILDING CODE (FBC-B)	2017, 6TH EDITION
ACCESSIBILITY.....	FLORIDA BUILDING CODE	2017, 6TH EDITION
MECHANICAL.....	FLORIDA BUILDING CODE (FBC-M)	2017, 6TH EDITION
ENERGY CONSERVATION.....	FLORIDA BUILDING CODE	2017, 6TH EDITION
FUEL GAS.....	FLORIDA BUILDING CODE (FBC-FG)	2017, 6TH EDITION
PLUMBING.....	FLORIDA BUILDING CODE (FBC-P)	2017, 6TH EDITION
FIRE PREVENTION.....	FLORIDA FIRE PREVENTION CODE (FFPC)	2015, 6TH EDITION
ELECTRICAL.....	NATIONAL ELECTRICAL CODE (NEC) (per FBC)	2014 (per 6th Ed. FBC-B)



LEON COUNTY  
EASTSIDE LIBRARY

16730 Drawn By: jh2  
Project Code Checked By: DB

15 OCTOBER 2019  
Date

CONTRACT  
DOCUMENTS

Revisions  
▲  
▲  
▲  
▲  
▲  
▲  
▲  
▲

INDEX

Tallahassee Florida

**CS-2**

# STRUCTURAL NOTES

## GENERAL NOTES

- The governing Code for this Project is the Florida Building Code, 6th Edition (2017). This Code prescribes which edition of each referenced standard applies to this Project.
- To the best of our knowledge, the Structural Drawings and these Specification Notes comply with the applicable requirements of the governing Building Code.
- Construction is to comply with the requirements of the governing Building Code and all other applicable Federal, State, and Local Codes, Standards, Regulations and Laws.
- The Structural Documents are to be used in conjunction with the Architectural Documents. If a conflict exists, the more stringent governs.
- Details labeled "typical" apply to all situations that are the same or similar to those specifically referenced, whether or not they are keyed in at each location. Questions regarding the applicability of typical details shall be resolved by the Architect.
- Openings shown on Structural Drawings are only pictorial. See the Architectural and M.E.P. drawings for the size and location of openings in the structure.
- Contractors who discover discrepancies, omissions or variations in the Contract Documents during bidding shall immediately notify the Architect. The Architect will resolve the condition and issue a written clarification.
- The General Contractor shall coordinate all Contract Documents with field conditions and dimensions and Project Shop Drawings prior to construction. Do not scale drawings; use only printed dimensions. Report any discrepancies in writing to the Architect prior to proceeding with work. Do not change size or location of structural members without written instructions from the Structural Engineer of Record.
- The Contractor shall protect adjacent property, his own work and the public from harm. The Contractor is solely responsible for construction means and methods, and jobsite safety including all OSHA requirements.
- The Structure is designed to be structurally sound when completed. Prior to completion, the Contractor is responsible for stability and temporary bracing, including, but not limited to, masonry walls. Wherever the Contractor is unsure of these requirements, the Contractor shall retain a Florida Licensed Engineer to design and inspect the temporary bracing and stability of the structure.

## 11. Design Superimposed Loads:

OCCUPANCY	LIVE LOAD	DEAD LOAD
Roof	20 psf	18 psf*

\* Includes Roof Deck but not Joists or Beams.

Design superimposed dead loads listed above do not include masonry walls or other concentrated loads. See architectural drawings for these loads.

## 12. Design Wind Loads

Governing Code	ASCE 7-10
Building Risk Category	II
Ultimate Wind Speed	Vult = 120 mph
Allowable Stress Design Wind Speed	Vasd = 93 mph
Mean Roof Height	28 feet
Directionality Factor	Kd = 0.85
Gust-Effect Factor	G = 0.85
Exposure	C
Internal Pressure Coefficient	GCpi = +/-0.18

## SHOP DRAWINGS AND OTHER SUBMITTALS

- On first submittal, clearly flag and cloud all differences from the Contract Documents. On resubmittals, flag and cloud all changes and additions to previous submittal; only clouded items will be reviewed.
- Submittals for special structural, load-carrying items that are required by Codes or Standards to resist forces must be prepared by, or under the direct supervision of, a Delegated Engineer. Examples include Prefabricated Wood Components, Exterior Enclosure Systems, Roof-top Unit Tie-downs, and Shoring and Restoring.
- A Delegated Engineer is defined as a Florida Licensed Engineer who specializes in and undertakes the design of Structural Components or Structural Systems included in a specific submittal prepared for this Project and is an employee or officer of, or consultant to, the Contractor or Fabricator responsible for the submittal. The Delegated Engineer shall sign, seal and date the submittal, including calculations and drawings. See Specifications for more specific criteria.

- The Trade Contractor is responsible for confirming and correlating dimensions at the job sites, for tolerances, clearances, quantities, fabrication processes and techniques of construction, coordination of the work with other trades and full compliance with the Contract Documents.
- The General Contractor/Construction Manager shall review and approve submittals and shall sign and date each drawing prior to submitting to the Architect. This approval is to confirm that the Submittal is complete, complies with the Submittal Requirements and is coordinated with field dimensions, other trades, erection sequencing and constructability.
- The Structural Engineer reviews submittals to confirm that the submittal is in general conformance with the design concept presented in the Contract Documents. Quantities and dimensions are not checked. Notations on submittals do not authorize changes to the contract sum. Checking of the submittal by the Structural Engineer shall not relieve the Contractor of responsibility for deviations from the Contract Documents and from errors or omissions in the submittal.
- In addition to the above, the Structural Engineer's review of Delegated Engineer submittals is limited to verifying that the specified structural submittal has been furnished, signed and sealed by the Delegated Engineer and that the Delegated Engineer has understood the design intent and used the specified Structural Criteria. No detailed check of calculations will be made. The Delegated Engineer is solely responsible for his/her design, including but not limited to the accuracy of his/her calculations and compliance with the applicable codes and standards.

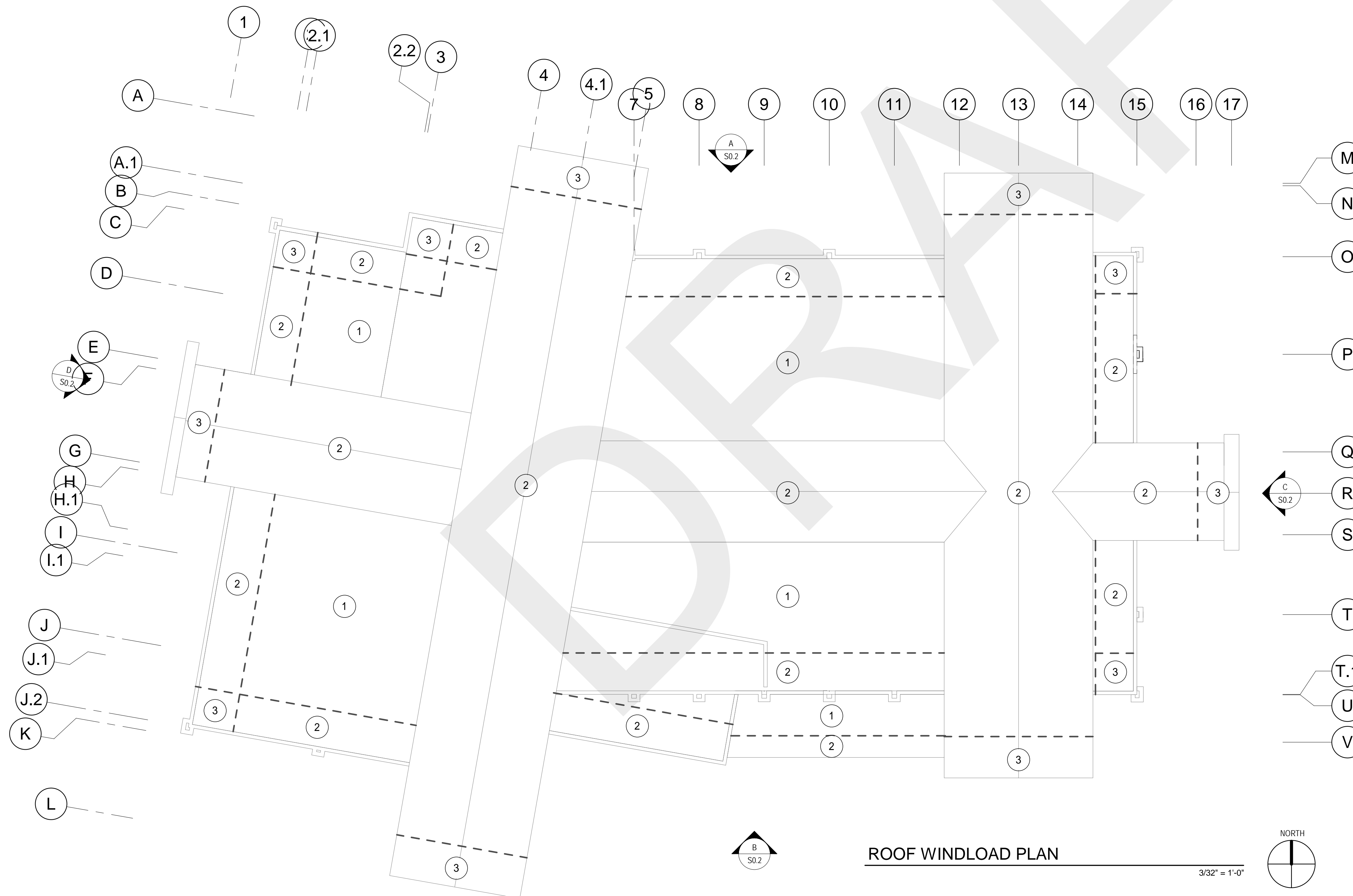
## WOOD CONSTRUCTION

- All wood construction and connections shall conform to AITC "American Institute of Timber Construction" Manual, and the "National Design Specifications" for Wood Construction, 2001 Edition, and Florida Building Code, Chapter 23.
- All member sizes are to be as shown on drawing and provide the following minimum properties:

Member	Species	Fb (PSI)	E (PSI)
Joists	So. Pine No. 2	1500	1,400,000
Studs	So. Pine No. 2	1500	1,400,000
Other	So. Pine No. 2	1500	1,400,000

See plans for additional grade requirements.

- All wood in contact with concrete or masonry shall be pressure treated.
- All bolts and bolted connections shall conform to ASTM A307. Use washers between wood and all bolt heads and nuts.
- All metal wood connectors shall be galvanized and shall be manufactured by Simpson Strong Tie Co., or approved equal.
- All joists shall be laterally supported at ends by solid blocking.
- Unless noted otherwise on plan, provide double studs at all jambs of openings up to 6'-0". Use triple studs for openings greater than 6'-0" and less than 10'-0".
- Where beams or columns are formed of two (2) or more members, they shall be full length and fastened together per Chapter 23 of the Florida Building Code.
- Exterior walls shall have 1/2" CDX or better plywood nailed with 10d galvanized box nails at 6" o.c. maximum at all panel edges. Space nails at 12" o.c. maximum along intermediate framing. Block all panel edges.
- Roof plywood shall be 3/4" CDX with 10d nails at 4" o.c. maximum at all supported edges. Space nails 12" o.c. along intermediate framing members.



COMPONENTS AND CLADDING ROOF PRESSURES (PSF) - SERVICE						
ZONE	AREA (SF)					
	10	20	50	100	200	500
1	-16/+15	-15/+14	-14/+14	-13/+13	-13/+13	-13/+13
2	-19/+15	-18/+14	-17/+14	-16/+13	-16/+13	-16/+13
3	-19/+15	-18/+14	-17/+14	-16/+13	-16/+13	-16/+13
20	-29/+15	-28/+14	-27/+14	-27/+13	-27/+13	-27/+13
30	-29/+15	-28/+14	-27/+14	-27/+13	-27/+13	-27/+13

### WIND PRESSURE NOTES

- Numbers on this sheet are the components and cladding gross unfactored pressures perpendicular to the surface (in P.S.F.) based on tributary area. Multiply service pressures by 1.6 to obtain W pressures for factored loads using strength design (ASCE 7-10 2.3)
- Pressures are derived from ASCE 7-10.
- Directionality factor Kd = .85
- Negative pressures act away from surface, positive pressures act toward surface.
- Parapet pressures are the resultant force from positive wall and negative roof pressures
- All dimensions shown are measured perpendicular to surface.

Wind Load Separation - - - - -

**BLISS & NYITRAY, INC.**  
STRUCTURAL ENGINEERS  
Certificate of Authorization No. 674  
227 N. Bronough Street, Suite 7300  
Tallahassee, Florida 32301  
Tel. (850) 222-4454 Fax (850) 222-9425  
www.bnienr.com

Christopher S. Childers, P.E.  
Fla. Reg. No. 50812  
TO THE BEST OF MY KNOWLEDGE, THE PLANS  
AND SPECIFICATIONS COMPLY WITH THE  
APPLICABLE MINIMUM BUILDING CODES.

**BARNETT  
FRONCZAK  
BARLOWE  
& SHULER  
ARCHITECTS**

LEON COUNTY  
EASTSIDE LIBRARY

BNI 19T06 Drawn By: TLC  
Project Code Checked By: CSC

15 October 2019  
Date

Construction  
Documents

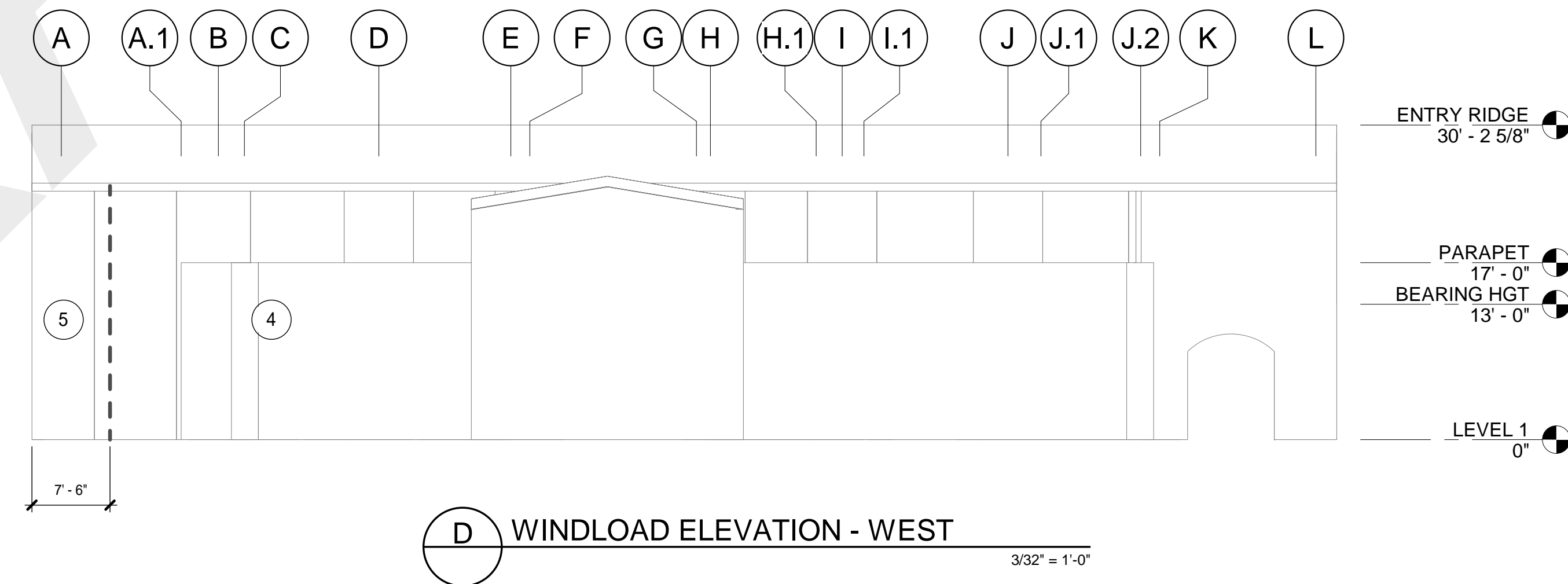
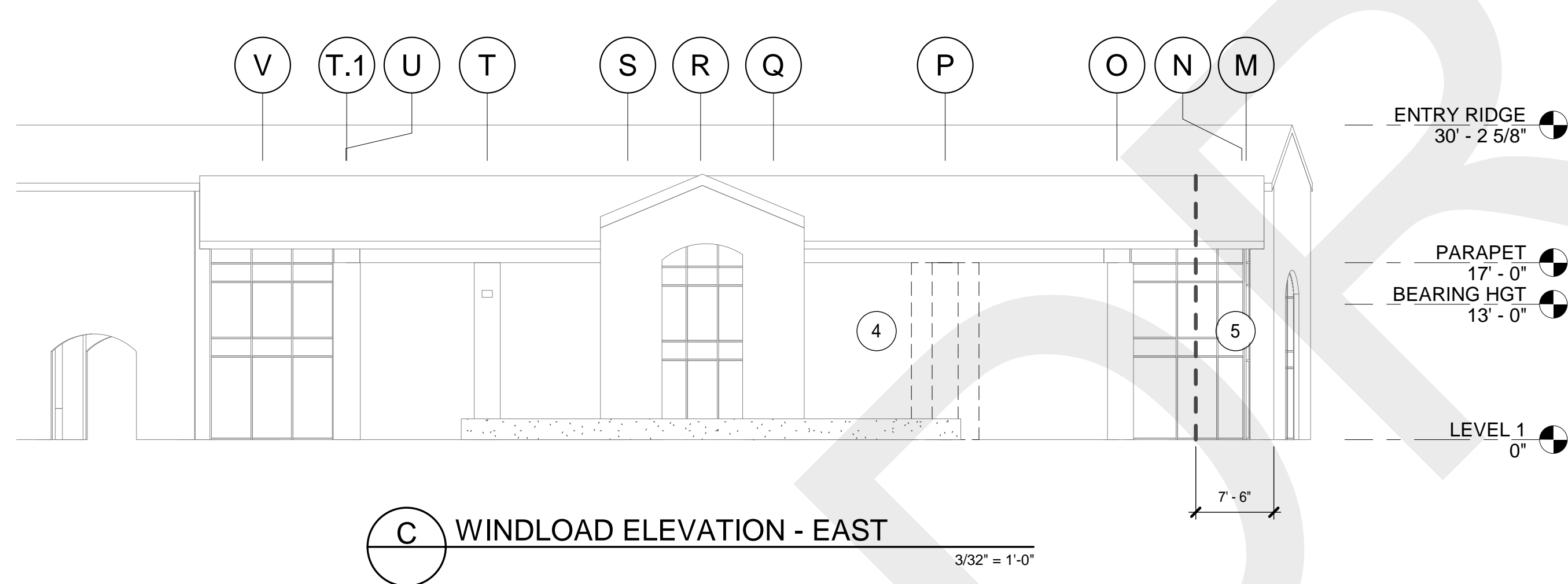
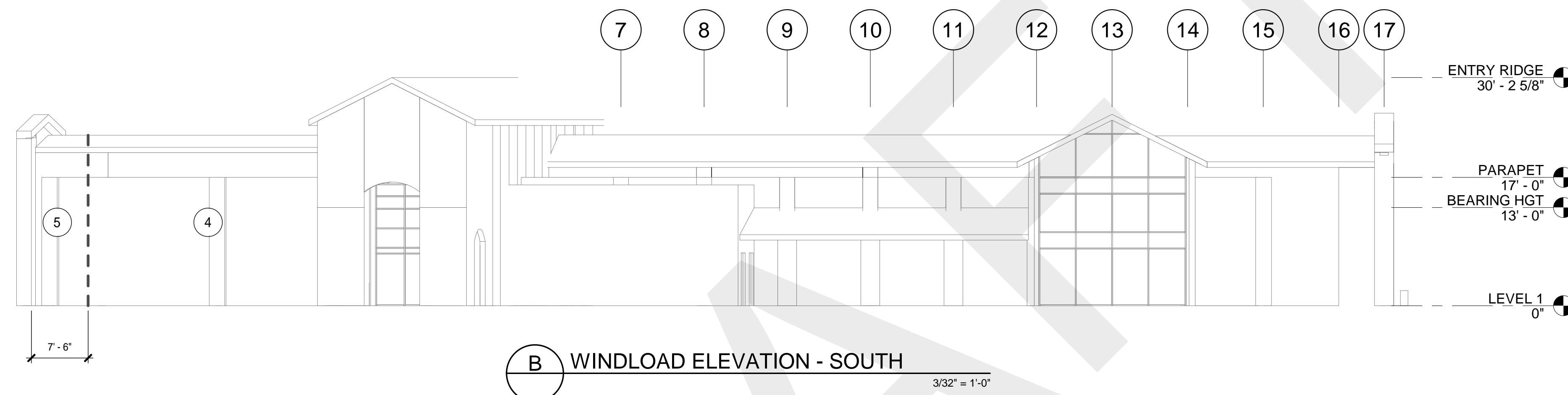
Revisions  
▲  
▲  
▲  
▲  
▲  
▲  
▲  
▲

STRUCTURAL  
NOTES & ROOF  
WIND LOAD  
DIAGRAM

Tallahassee Florida

**S0.1**  
2074 Centre Pointe Blvd., Suite 200, Tallahassee, FL 32308  
Phone 850 224-6301 Fax 850 561-6978





COMPONENTS AND CLADDING WALL PRESSURES (PSF) - SERVICE						
ZONE	AREA (SF)					
	10	20	50	100	200	500
4	-17/+16	-17/+15	-16/+14	-15/+14	-14/+13	-13/+12
5	-21/+16	-20/+15	-18/+14	-17/+14	-15/+13	-13/+12

**WIND PRESSURE NOTES**

- Numbers on this sheet are the components and cladding gross unfactored pressures perpendicular to the surface (in P.S.F.) based on tributary area. Multiply service pressures by 1.6 to obtain W pressures for factored loads using strength design (ASCE 7-10 2.3)
- Pressures are derived from ASCE 7-10.
- Directionality factor  $K_d = .85$
- Negative pressures act away from surface, positive pressures act toward surface.
- Parapet pressures are the resultant force from positive wall and negative roof pressures
- All dimensions shown are measured perpendicular to surface.

Wind Load Separation - - - - -



**BLISS & NYITRAY, INC.**  
STRUCTURAL ENGINEERS  
Certificate of Authorization No. 674  
227 N. Bronough Street, Suite 7300  
Tallahassee, Florida 32301  
Tel. (850) 222-4454 Fax (850) 222-9425  
www.bnengineers.com

Christopher S. Childers, P.E.  
Fla. Reg. No. 50812  
TO THE BEST OF MY KNOWLEDGE, THE PLANS  
AND SPECIFICATIONS COMPLY WITH THE  
APPLICABLE MINIMUM BUILDING CODES.



**LEON COUNTY  
EASTSIDE LIBRARY**

BNI 19T06 Drawn By: Author  
Project Code Checked By: Checker

Date  
15 October 2019

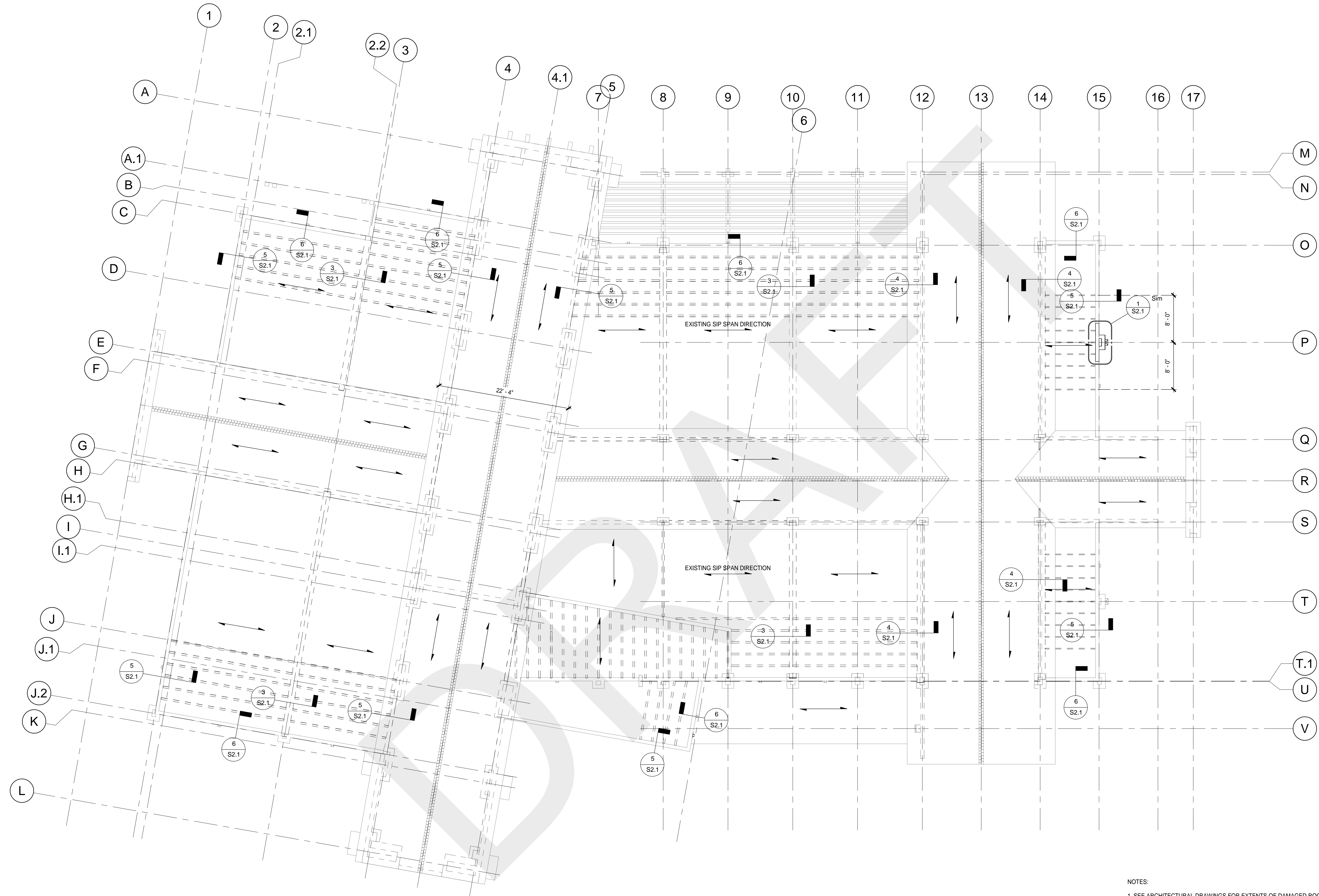
Construction Documents

Revisions


**WALL WIND LOAD  
DIAGRAMS**

Tallahassee Florida

**S0.2**



ROOF FRAMING PLAN  
1/8" = 1'-0"

NOTES:  
1. SEE ARCHITECTURAL DRAWINGS FOR EXTENTS OF DAMAGED ROOF.  
2. FOR ROOF REPAIR DETAIL SEE DETAIL 2 / S2.1



**BLISS & NYITRAY, INC.**  
STRUCTURAL ENGINEERS  
Certificate of Authorization No. 674  
227 N. Bronough Street, Suite 7300  
Tallahassee, Florida 32301  
Tel. (850) 222-4454 Fax (850) 222-9425  
www.bnengineers.com

Christopher S. Childers, P.E.  
Fla. Reg. No. 50812  
TO THE BEST OF MY KNOWLEDGE, THE PLANS  
AND SPECIFICATIONS COMPLY WITH THE  
APPLICABLE MINIMUM BUILDING CODES.



LEON COUNTY  
EASTSIDE LIBRARY

BNI 19T06 Drawn By: Author  
Project Code Checked By: Checker

15 October 2019  
Date

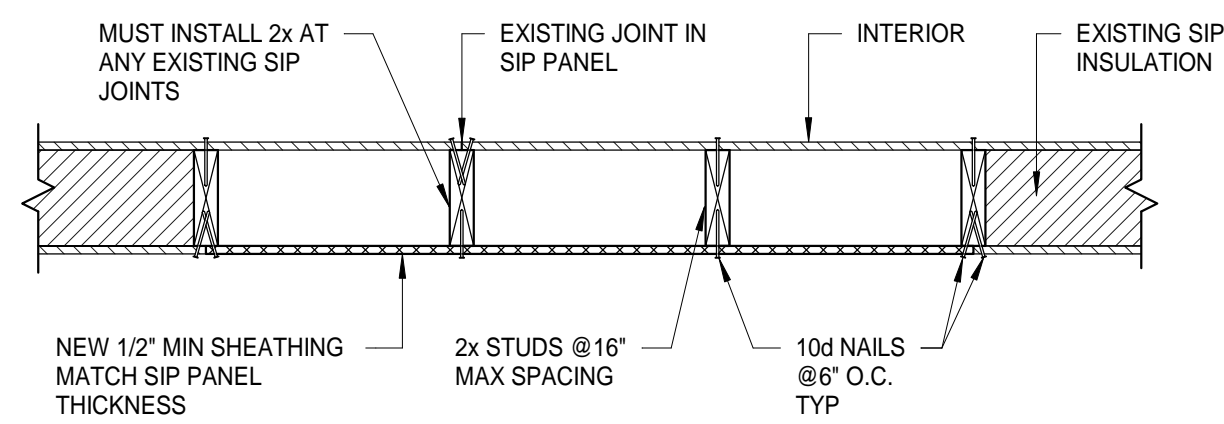
Construction Documents

Revisions


ROOF FRAMING PLAN

Tallahassee Florida

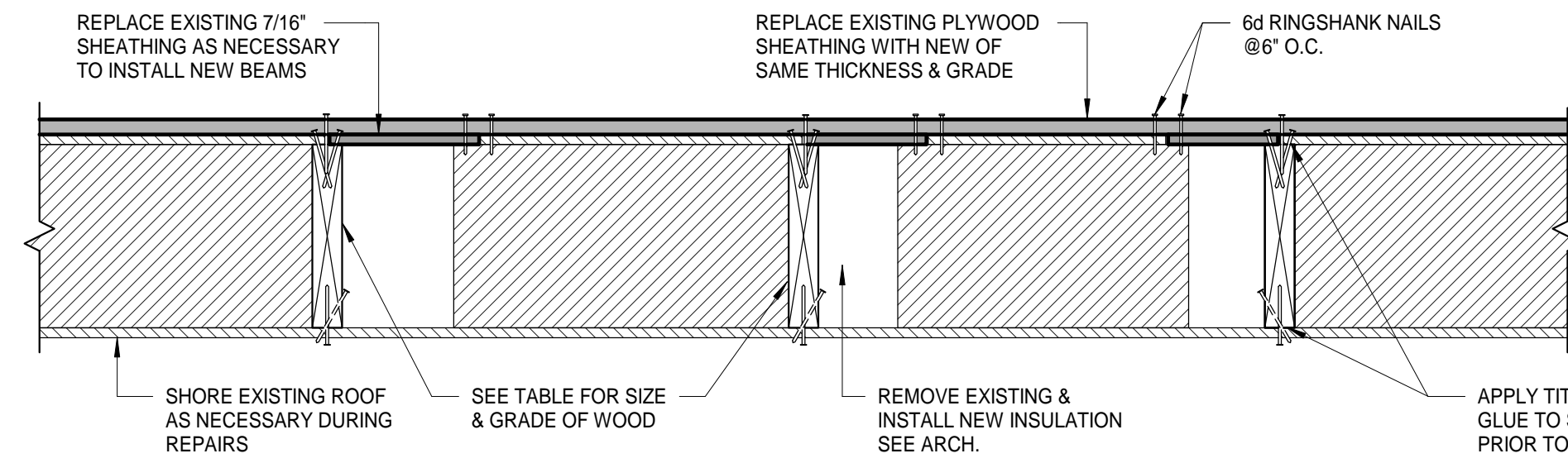
**S1.2**



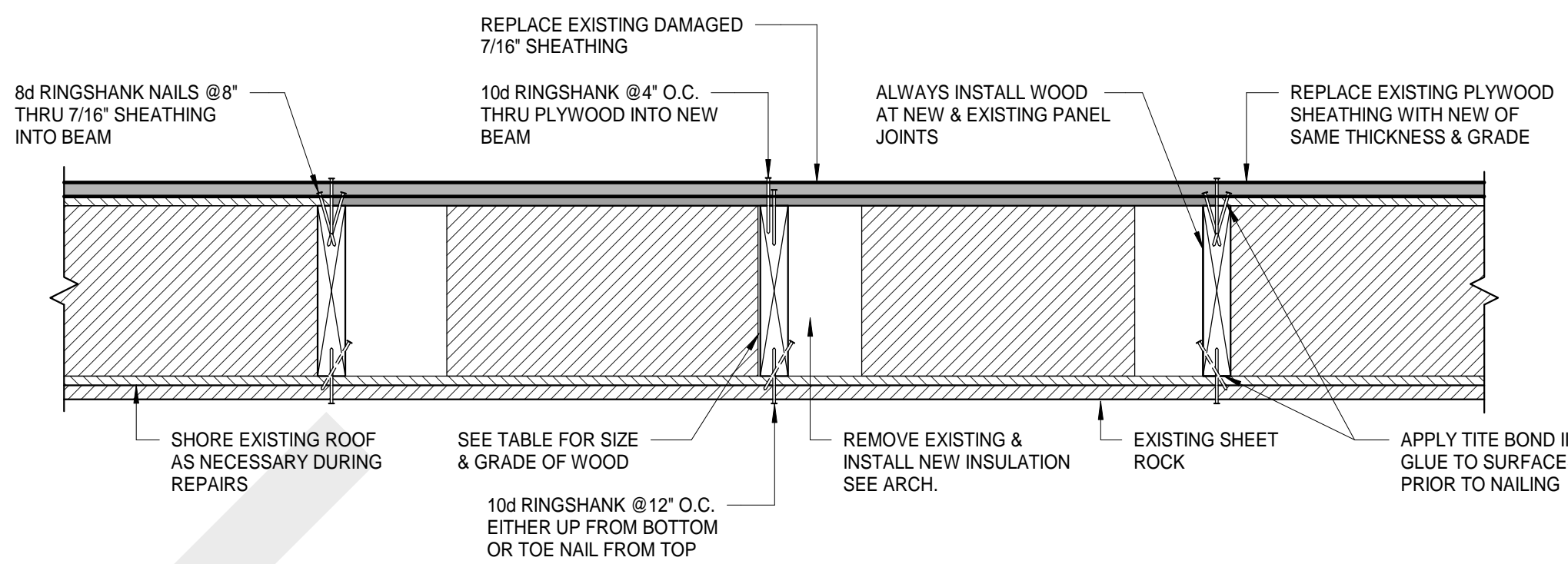
**REPAIR PROCEDURE**

1. CUT EXISTING DAMAGED SIP PANEL MATERIAL TO SOUND MATERIAL.
2. REMOVE EXISTING INSULATION.
3. INSTALL 2x STUDS WITH MAX 16" O.C. & AT ALL CORNERS & JOINTS
4. INSULATE BETWEEN STUDS
5. INSTALL NEW EXTERIOR PRESSURE TREATED SHEATHING.

**1 TYPICAL WALL REPAIR**  
1" = 1'-0"



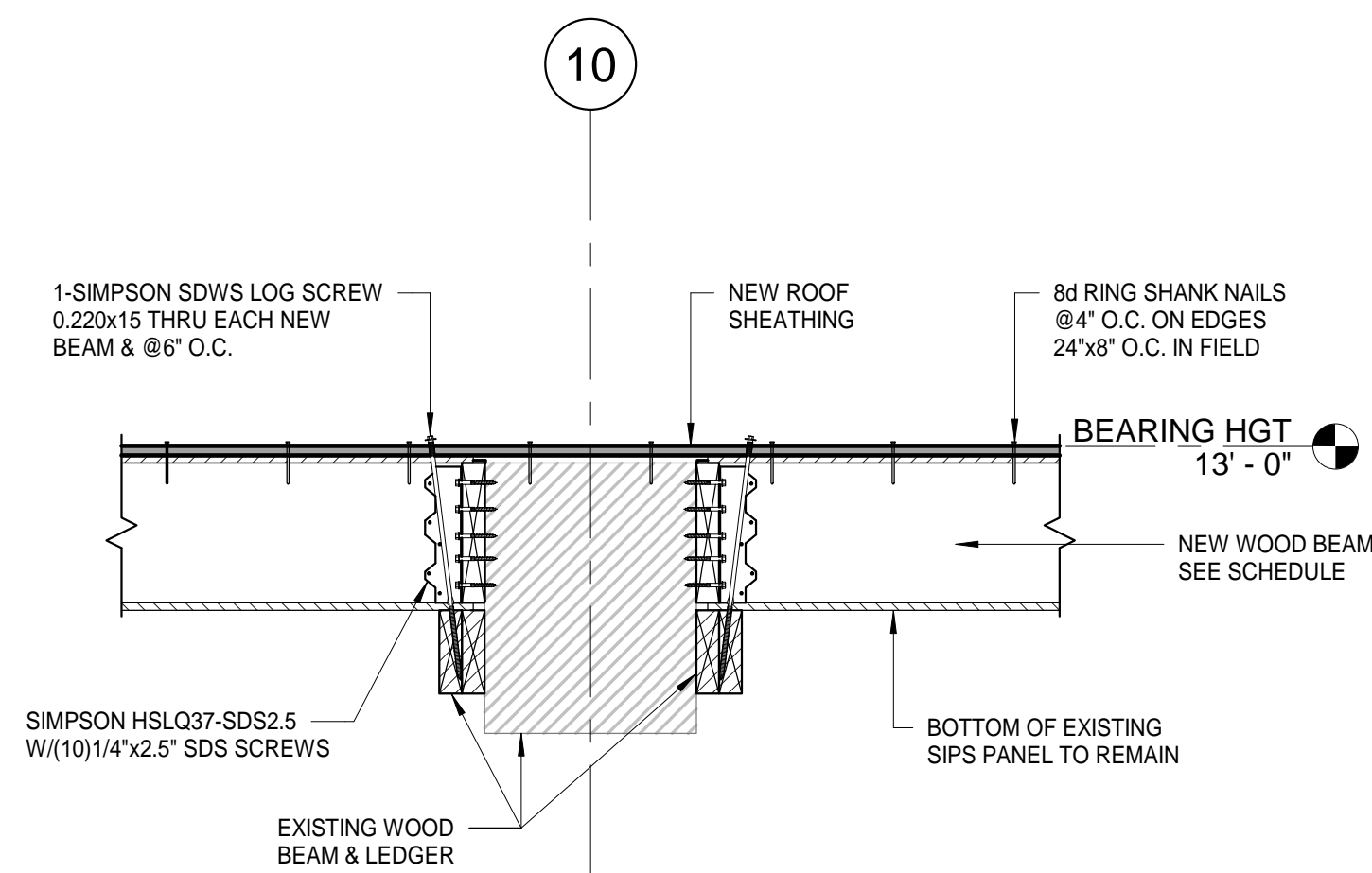
**SECTION THROUGH EXISTING ROOF PANELS WHERE TOP OF SIP PANELS ARE NOT DAMAGED BUT OTHER PORTIONS OF SPAN ARE DAMAGED**



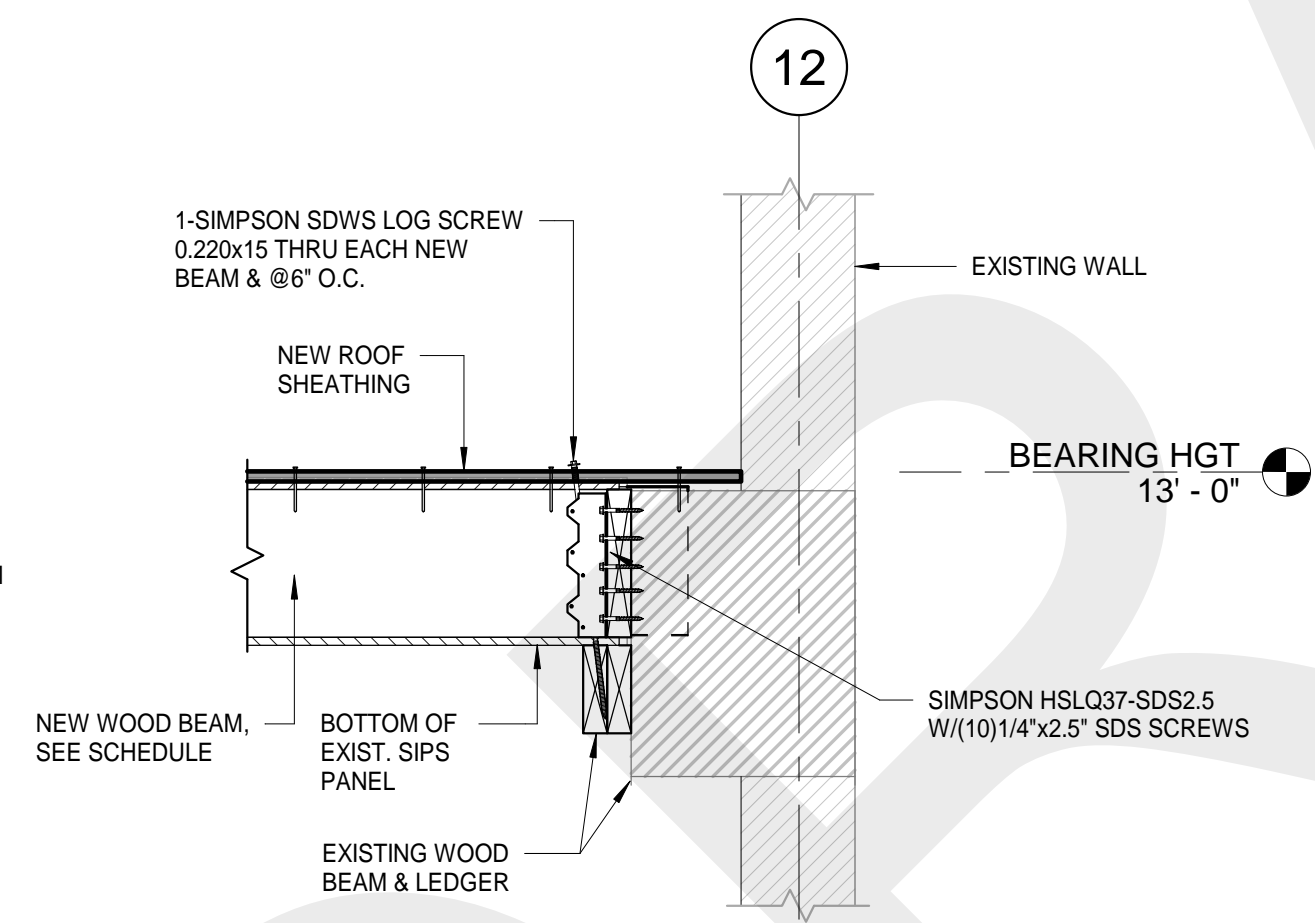
**SECTION THROUGH EXISTING ROOF PANELS WHERE TOP OF SIP PANELS ARE DAMAGED**

MAX SPAN OF SIP PANEL	NEW WOOD RAFTER			
	SIZE	SPACING	GRADE	NAIL SPACING
9'-6"	2x10	2'-0"	No. 2	
16'-8"	2x10 OR 1.75x9.25 Microllam	2'-0"	SELECT STRUCTURAL OR LVL 2.0 E	
19'-4"	(2) 1.75x9.25 Microllam screw together @ 12" O.C. staggered	2'-0"	LVL 2.0 E	
21'-2"	(2) 1.75x9.25 Microllam screw together @ 12" O.C. staggered	2'-0"	LVL 2.0 E	

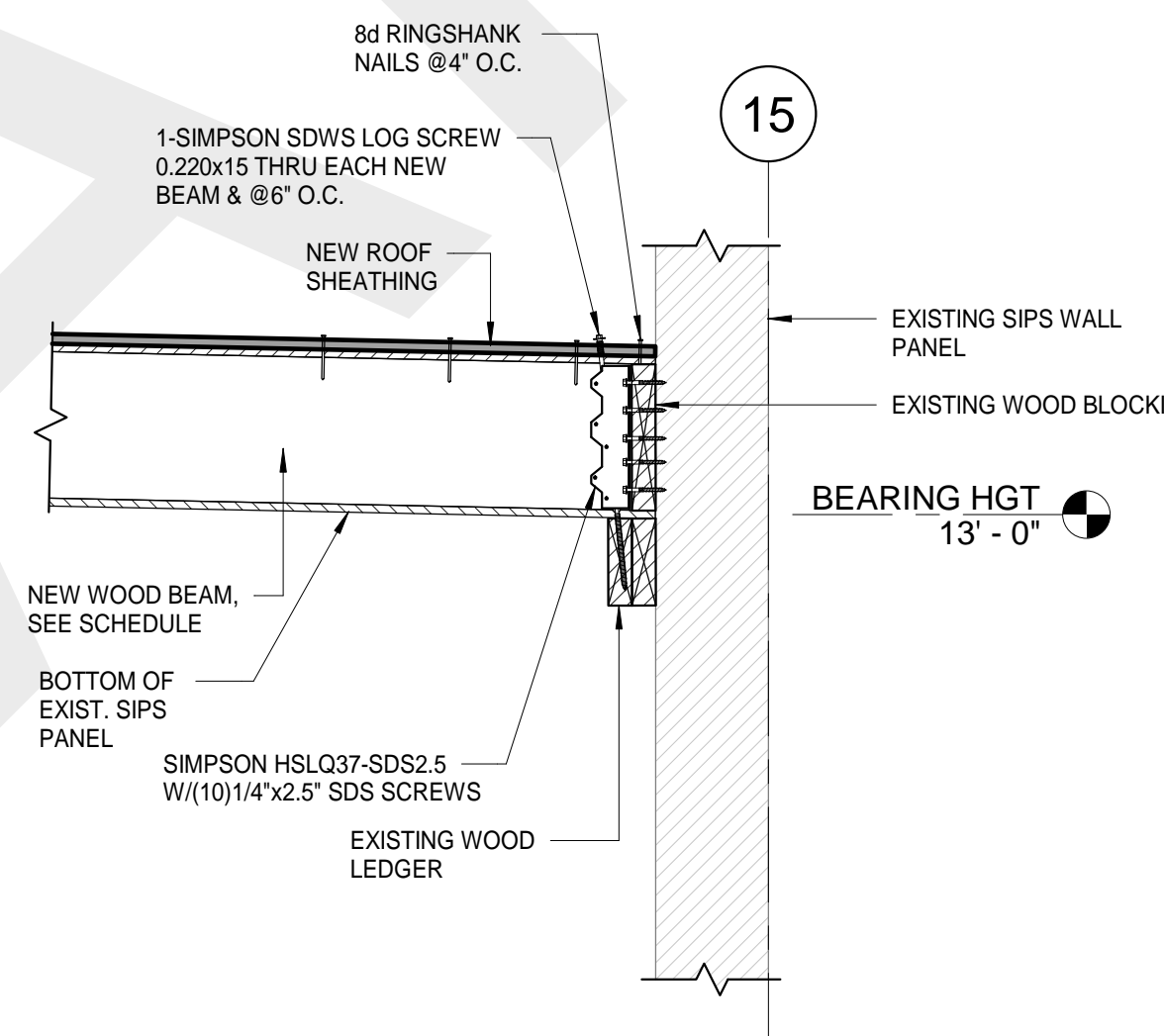
**2 TYPICAL ROOF REPAIR**  
1 1/2" = 1'-0"



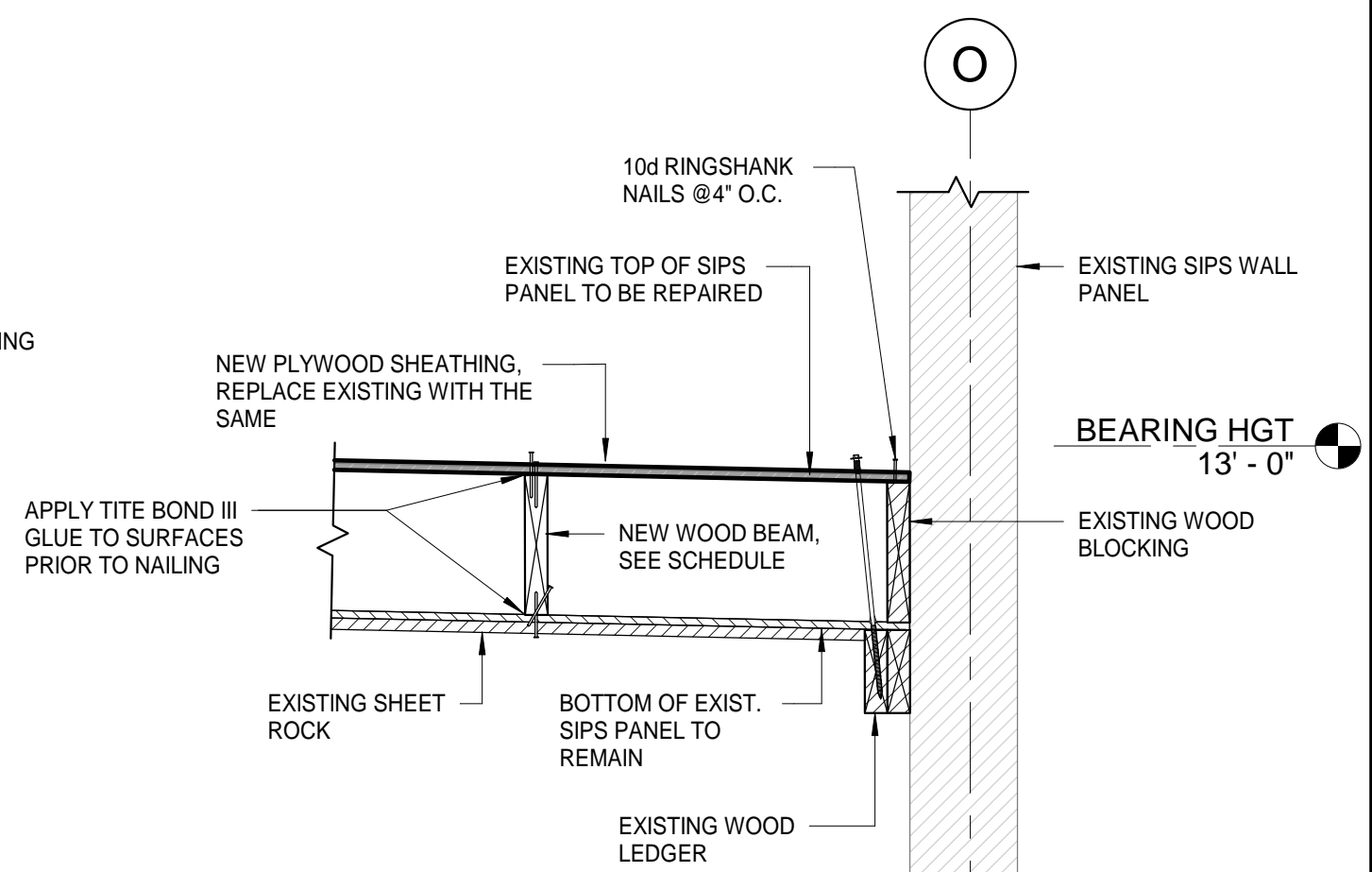
**3 TYPICAL SECTION AT EXISTING BEAMS**  
1" = 1'-0"



**4 TYPICAL SECTION AT WALL BEAM**  
1" = 1'-0"



**5 TYPICAL SECTION AT EXTERIOR WALL PERPENDICULAR TO SPAN**  
1" = 1'-0"



**6 TYPICAL SECTION AT WALL PARALLEL TO SPAN**  
1" = 1'-0"

**BLISS & NYITRAY, INC.**  
STRUCTURAL ENGINEERS  
Certificate of Authorization No. 674  
227 N. Bronough Street, Suite 7300  
Tallahassee, Florida 32301  
Tel. (850) 222-4454 Fax (850) 222-9425  
www.bnienr.com

Christopher S. Childers, P.E.  
Fla. Reg. No. 50812  
TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.

**BARNETT FRONCZAK BARLOWE & SHULER ARCHITECTS**

LEON COUNTY EASTSIDE LIBRARY

BNI 19T06 Drawn By: Author  
Project Code Checked By: Checker

15 October 2019  
Date

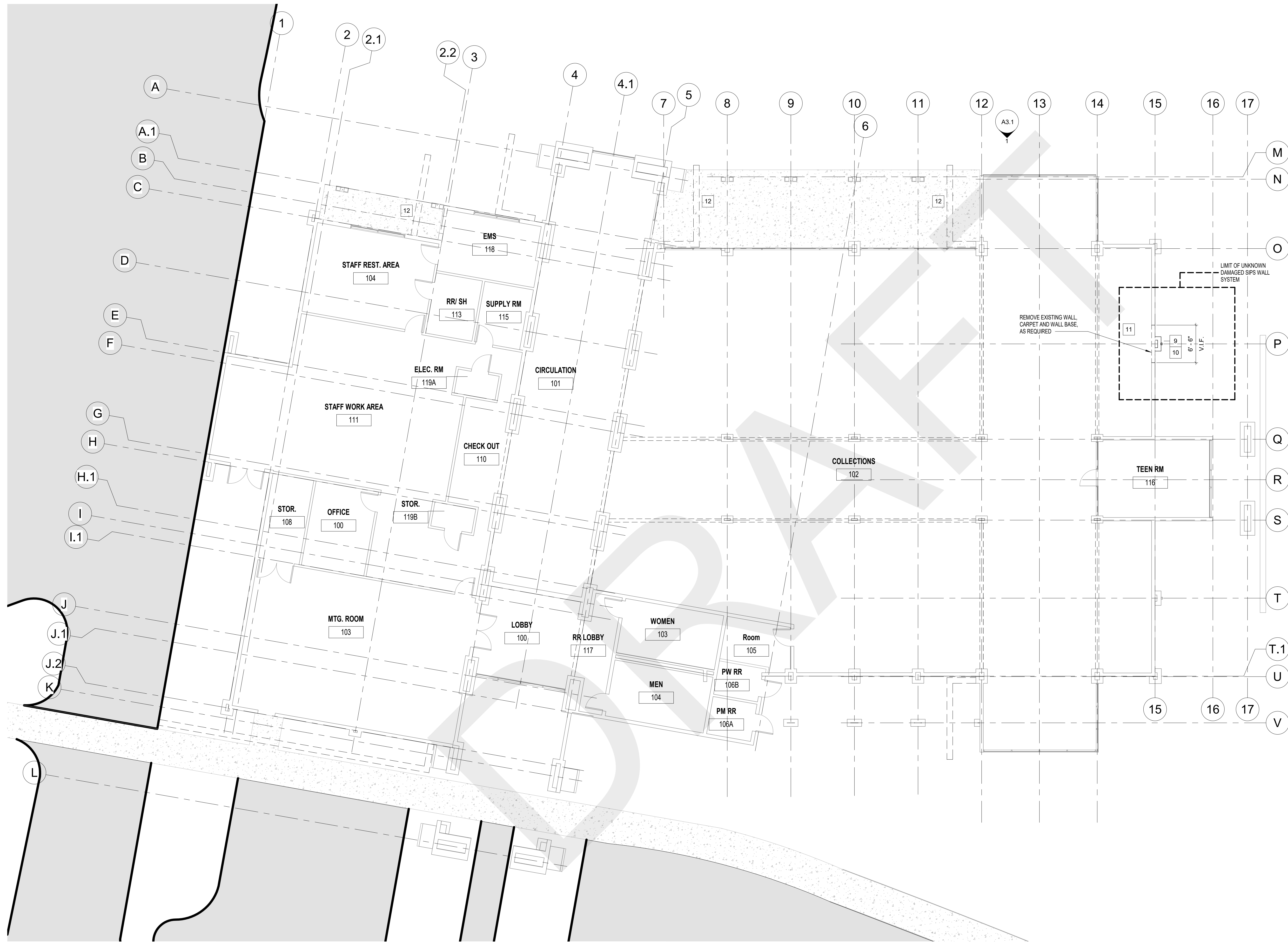
Construction Documents

Revisions


DETAILS

Tallahassee Florida

**S2.1**



DEMOLITION LEGEND	
	EXISTING WALL TO REMAIN
	EXISTING TO BE REMOVED
DEMOLITION KEYNOTES:	
1	REMOVE EXISTING PARAPET FLASHING, WALL FLASHING AND COUNTER FLASHING
2	REMOVE EXISTING ROOF DRAIN COVERS AND REFURBISH FOR REUSE OR INSTALL NEW ROOF DRAINS
3	REMOVE EXISTING SCUPPERS - PREP FOR NEW SCUPPERS
4	REMOVE SECTIONS OF THE EXISTING ROOF MEMBRANE AND TAPPED INSULATION - PREPARE DECK FOR NEW ROOF SYSTEM
5	REMOVE DAMAGED SIPS PANEL OSB SHEATHING AS INDICATED. NOTIFY ARCHITECT IF ADDITIONAL DAMAGED SIPS PANELS ARE FOUND DURING DEMO - PREP FOR NEW STRUCTURAL REPAIRS. CUT EXISTING INSULATION W/ HOT KNIFE AND REMOVE CHANNEL SECTION OF INSULATION THAT WILL ALLOW FOR THE INSTALLATION OF NEW STRUCTURAL FRAMING MEMBERS
6	PROTECT EXISTING STANDING SEAM ROOF SYSTEM AND SONOTUBE SKYLIGHTS FROM DAMAGE
7	CLEAN ALL DEBRIS FROM ROOF DRAINS, PIPING, DOWNSPOUTS AND STORM WATER PIPING
8	PROTECT EXISTING WOOD TRELLIS AND WOOD TRIM FEATURES FROM DAMAGE
9	REMOVE EXISTING ROTTED SIPS WALL COLUMN AND SIPS WALL - PREP FOR NEW INFILL AND FINISHES (FIELD VERIFY EXTENT OF DAMAGE AND REPORT TO ARCHITECT IF DAMAGE EXCEEDS DIMENSION SHOWN) SHORE ROOF AND WALL ASSEMBLY, AS REQUIRED
10	REMOVE EXISTING DOWNSPOUT AND CONDUCTOR HEAD AND REFURBISH TO REINSTALL. PROTECT AND CLEAN OUT EXISTING UNDERGROUND DRAINAGE SYSTEM
11	INSTALL CONSTRUCTION BARRIER AT INTERIOR WORK AREA WITH DUST PROTECTION
12	REMOVE CONCRETE SLAB AND PREP FOR NEW UNDERGROUND PIPING



LEON COUNTY  
EASTSIDE LIBRARY

16730 Drawn By: jh2  
Project Code Checked By: DB

15 OCTOBER 2019  
Date

CONTRACT  
DOCUMENTS

Revisions

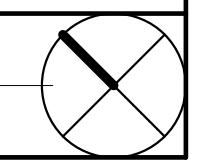

FLOOR PLAN -  
DEMOLITION

Tallahassee Florida

**D1.1**

2074 Centre Pointe Blvd, Suite 100, Tallahassee, FL 32308  
Phone 850 224-6301 Fax 850 561-6978

1 FLOOR PLAN - DEMOLITION  
D1.1 1/8" = 1'-0"



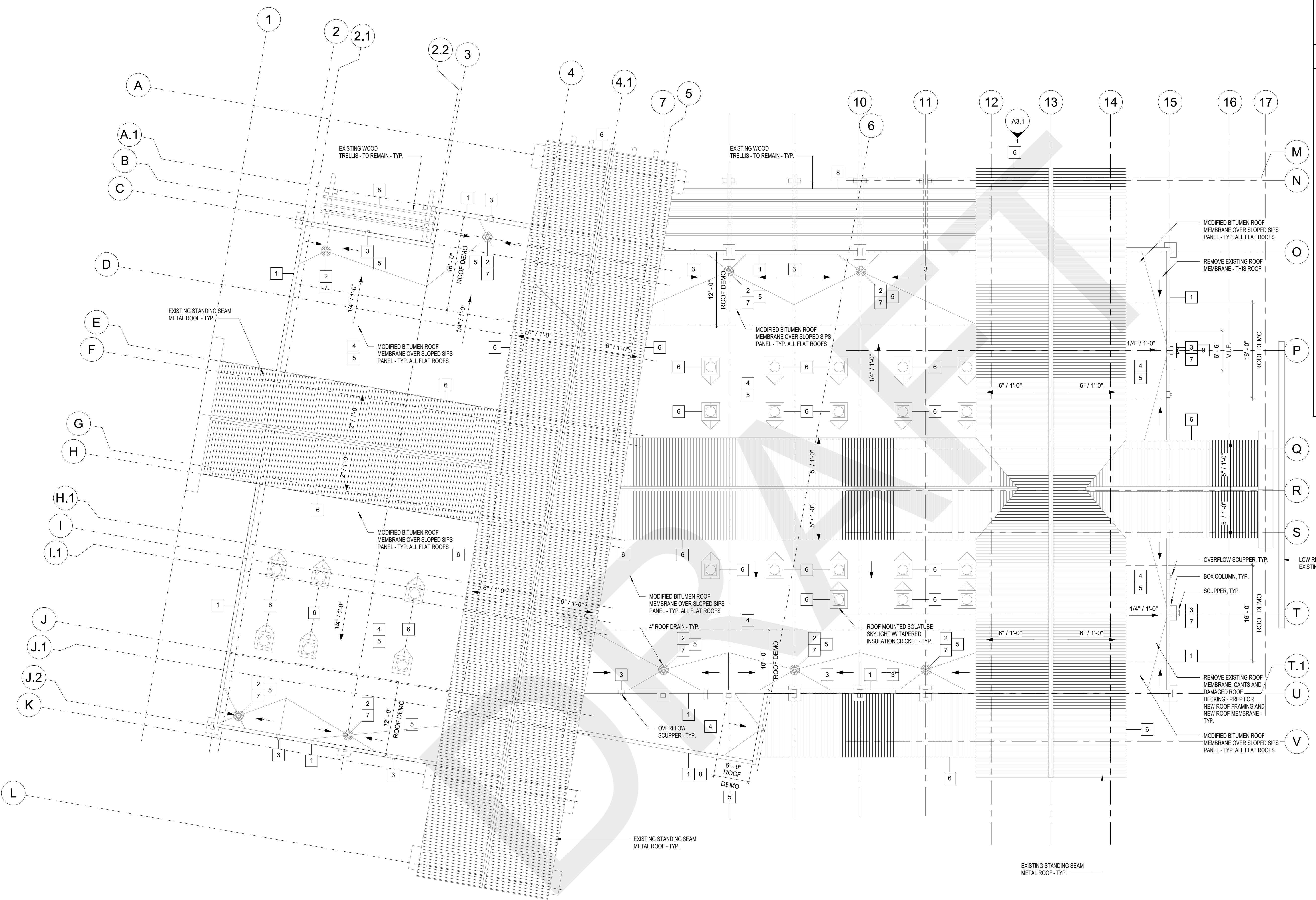
**DEMOLITION LEGEND**

- EXISTING WALL TO REMAIN
- - - EXISTING TO BE REMOVED

**DEMOLITION KEYNOTES:**

- 1 REMOVE EXISTING PARAPET FLASHING, WALL FLASHING AND COUNTER FLASHING
- 2 REMOVE EXISTING ROOF DRAIN COVERS AND REFURBISH FOR REUSE OR INSTALL NEW ROOF DRAINS
- 3 REMOVE EXISTING SCUPPERS - PREP FOR NEW SCUPPERS
- 4 REMOVE SECTIONS OF THE EXISTING ROOF MEMBRANE AND TAPPED INSULATION - PREPARE DECK FOR NEW ROOF SYSTEM
- 5 REMOVE DAMAGED SIPS PANEL OSB SHEATHING AS INDICATED. NOTIFY ARCHITECT IF ADDITIONAL DAMAGED SIPS PANELS ARE FOUND DURING DEMO - PREP FOR NEW STRUCTURAL REPAIRS. CUT EXISTING INSULATION W/ HOT KNIFE AND REMOVE CHANNEL SECTION OF INSULATION THAT WILL ALLOW FOR THE INSTALLATION OF NEW STRUCTURAL FRAMING MEMBERS
- 6 PROTECT EXISTING STANDING SEAM ROOF SYSTEM AND SONOTUBE SKYLIGHTS FROM DAMAGE
- 7 CLEAN ALL DEBRIS FROM ROOF DRAINS, PIPING, DOWNSPOUTS AND STORM WATER PIPING
- 8 PROTECT EXISTING WOOD TRELLIS AND WOOD TRIM FEATURES FROM DAMAGE
- 9 REMOVE EXISTING ROTTED SIPS WALL COLUMN AND SIPS WALL - PREP FOR NEW W/LL AND FINISHES (FIELD VERIFY EXTENT OF DAMAGE AND REPORT TO ARCHITECT IF DAMAGE EXCEEDS DIMENSION SHOWN) SHORE ROOF AND WALL ASSEMBLY, AS REQUIRED
- 10 REMOVE EXISTING DOWNSPOUT AND CONDUCTOR HEAD AND REFURBISH TO REINSTALL. PROTECT AND CLEAN OUT EXISTING UNDERGROUND DRAINAGE SYSTEM
- 11 INSTALL CONSTRUCTION BARRIER AT INTERIOR WORK AREA WITH DUST PROTECTION
- 12 REMOVE CONCRETE SLAB AND PREP FOR NEW UNDERGROUND PIPING

- NOTES**
1. UNLESS OTHERWISE NOTED FOR DEMOLITION, EXISTING MODIFIED BITUMEN ROOF MEMBRANES TO REMAIN
  2. REUSE EXISTING CURBS AROUND EXISTING ROOF PENETRATIONS
  3. REMOVE EXISTING 2 PLY MOD. BIT ROOF MEMBRANE AND CANTS. FROM VERTICAL SURFACES AT WALLS, PARAPETS AND SKYLITES, AND PREP SURFACE FOR NEW ROOF MEMBRANE
  4. REMOVE EXISTING LIGHTNING PROTECTION SYSTEM - PREP FOR REINSTALLATION



**LEON COUNTY  
EASTSIDE LIBRARY**

16730 Drawn By: jh2  
Project Code Checked By: DB

15 OCTOBER 2019  
Date

**CONTRACT  
DOCUMENTS**

Revisions


**ROOF PLAN -  
DEMOLITION**

Tallahassee Florida

**D1.2**

**1 ROOF PLAN - DEMOLITION**  
D1.2 1/8" = 1'-0"

- NOTES**
1. LOCATE THE ROOF DRAIN OUT FALL PIPING AND CLEAN DEBRIS FROM PIPING. PROVIDE CLEAR OUT FALL PATH FOR STORMWATER. NOTIFY ARCHITECT IF UNDERGROUND PIPING IS DAMAGED
  2. REPLACE LANDSCAPING PLANTS AND SOD THAT ARE DAMAGED DURING CONSTRUCTION
  3. REPLACE ASPHALT PARKING SURFACE, SIDEWALKS, CURBS, WOOD TRELLIS, WOOD TRIM, ETC., THAT ARE DAMAGED DURING CONSTRUCTION
  4. COORDINATE PROJECT LAYOUT AREA(S) W/ LIBRARY STAFF TO MINIMIZE IMPACT ON DAILY ACTIVITY



LOCATION OF UNDERGROUND STORMWATER PIPING IS UNKNOWN IN THIS AREA - LOCATE PIPING AND FLUSH OUT AND CLEAN PIPE OF DEBRIS



**LEON COUNTY EASTSIDE LIBRARY**

16730 Drawn By: jh2  
Project Code Checked By: DS

Date  
15 OCTOBER 2019

**CONTRACT DOCUMENTS**

Revisions

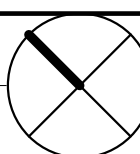

**SITE PLAN**

Tallahassee Florida

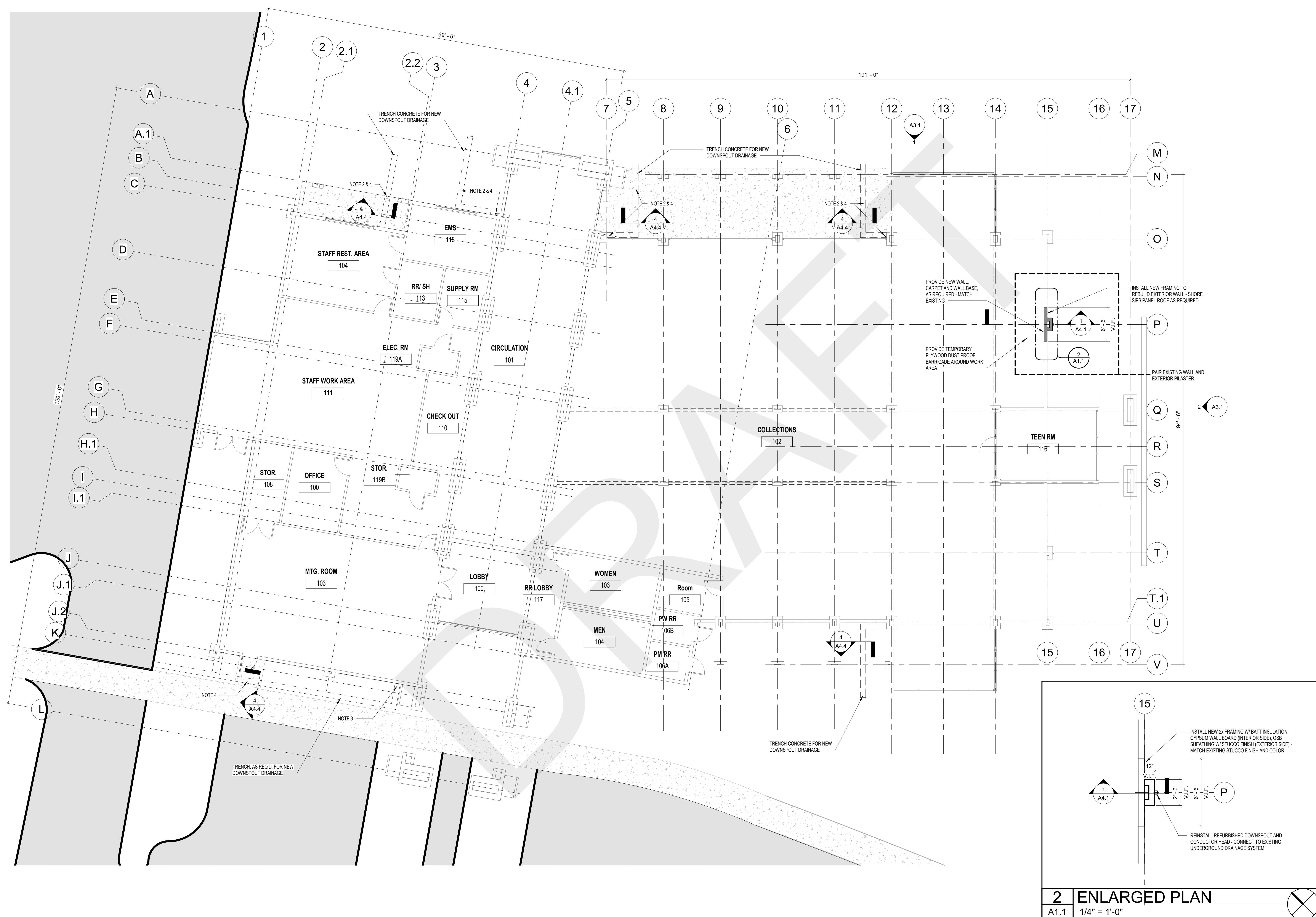
**A0.1**

**1 SITE PLAN**

A0.1 1" = 60'-0"



- REPAIR OR REPLACE ALL EIFS STUCCO SYSTEM THAT IS DAMAGED DURING CONSTRUCTION
- INSTALL NEW CONDUCTOR HEAD (MATCH EXISTING) AND DOWNSPOUT (5"x6") COLLECTOR BOOT AND 6" PVC DRAINAGE PIPING UNDERGROUND. DAYLIGHT PIPE AND CUT END AT ANGLE TO MATCH GRADE
- INSTALL NEW CONDUCTOR HEAD (MATCH EXISTING) AND DOWNSPOUT (5"x6") COLLECTOR BOOT AND 4" PVC DRAINAGE PIPING UNDERGROUND. DAYLIGHT PIPE AND CUT END AT ANGLE TO MATCH GRADE. SEE 3/4" FOR BOOT DETAIL
- INSTALL NEW 18"x18"x2" CONCRETE PAVERS WHERE DRAINAGE TRENCH CROSSES CONCRETE - BASIS OF DESIGN: HANOVER PREST PAVER (OR EQUAL) - COLOR: NATURAL



LEON COUNTY  
EASTSIDE LIBRARY

16730 Drawn By: jh2  
Project Code Checked By: DB

15 OCTOBER 2019  
Date

CONTRACT  
DOCUMENTS

Revisions


FLOOR PLAN

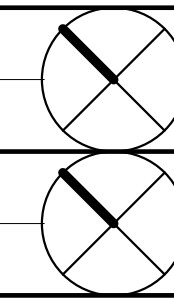
Tallahassee Florida

**A1.1**

**1 FLOOR PLAN**

A1.1 1/8" = 1'-0"

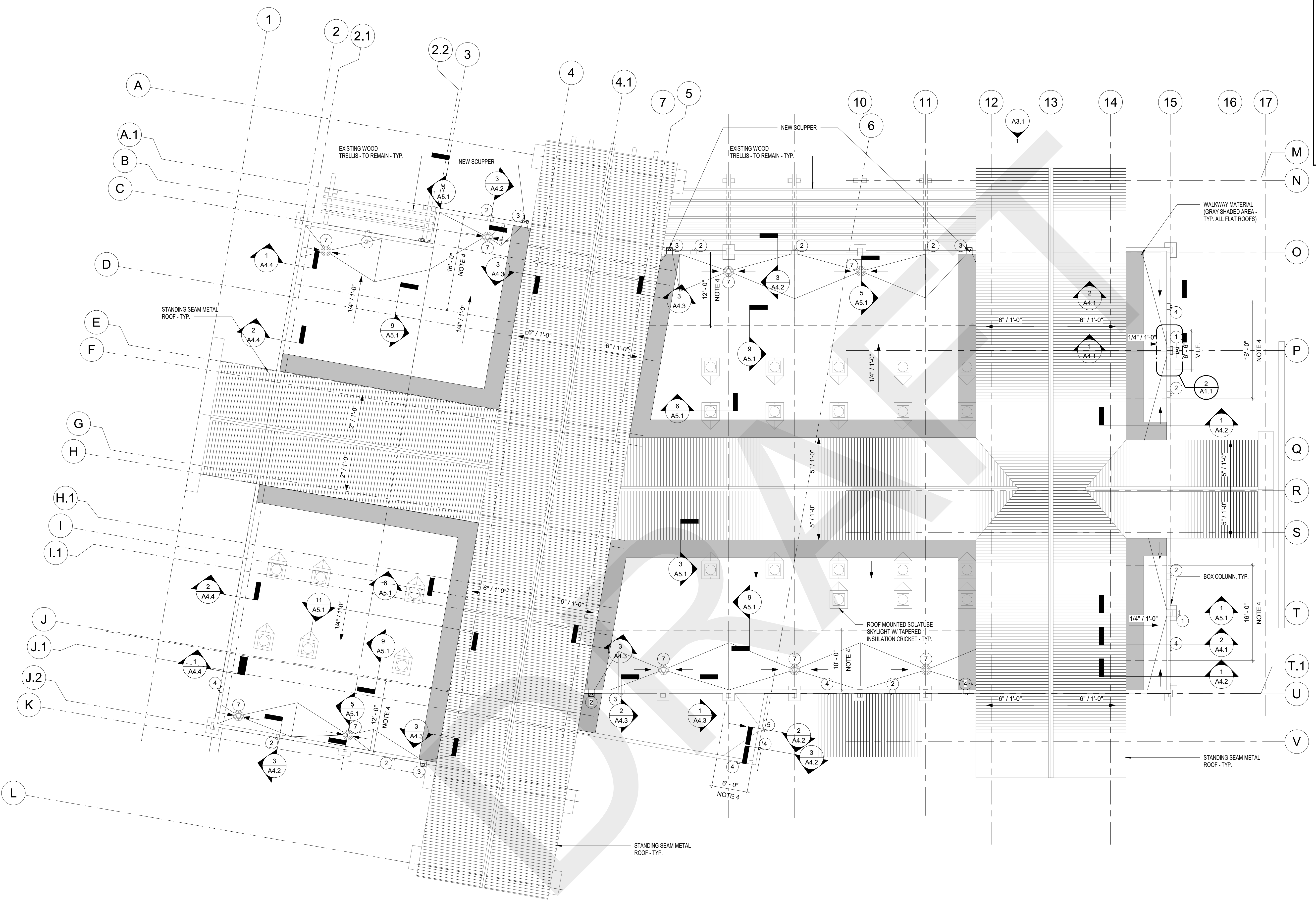
**2 ENLARGED PLAN**  
A1.1 1/4" = 1'-0"



**ROOF KEYNOTES:**

- 1 EXISTING SCUPPER - ENLARGE SCUPPER TO 4'x8' W/ 14"x14" TRIM, AND RELOCATE CONDUCTOR 2" BELOW BOTTOM OF SCUPPER
- 2 EXISTING OVERFLOW SCUPPER - ENLARGE OVERFLOW SCUPPER TO 4'x8' W/ 14"x14" EXTERIOR TRIM
- 3 NEW SCUPPER - PROVIDE 4'x8' SCUPPER W/ 14"x14" TRIM, AND LOCATE CONDUCTOR 2" BELOW BOTTOM OF SCUPPER
- 4 NEW OVERFLOW SCUPPER - PROVIDE 4'x8' OVERFLOW SCUPPER W/ 14"x14" EXTERIOR TRIM
- 5 EXISTING SCUPPER - ENLARGE SCUPPER TO 4'x8' W/ 14"x14" TRIM
- 6 NEW SCUPPER - PROVIDE 4'x8' SCUPPER W/ 14"x14" TRIM
- 7 PROVIDE RETROFIT NEW ROOF DRAIN AT EXISTING ROOF DRAIN LOCATION (TYP.)

1. ROOF MEMBRANE BASIS OF DESIGN: TPO
2. ROOF MEMBRANE ADD ALTERNATE: PVC
3. ALL TAPERED INSULATION AT ROOF DRAINS SHALL PROVIDE 1/2" / 1'-0" SLOPE TO DRAIN
4. DIMENSION IS AN ESTIMATE OF THE EXTENT OF STRUCTURAL FRAMING REPAIR - FIELD VERIFY
5. PROTECT EIFS STUCCO AND REPAIR OR REPLACE ALL DAMAGED EIFS STUCCO SYSTEM THAT IS DAMAGED DURING CONSTRUCTION
6. PROTECT ALL BUILDING COMPONENTS THAT ARE NOT TO BE RENOVATED, AND REPAIR OR REPLACE ITEMS THAT ARE DAMAGED DURING CONSTRUCTION
7. PROVIDE WALKWAY MATERIAL, AS INDICATED WITH SOLID GRAY SHADING, ON FLAT ROOFS - 36" WIDE, UNDER SLOPED ROOFS ABOVE
8. INSTALL NEW CONDUCTOR HEAD (MATCH EXISTING) AND DOWNSPOUT (5"x8"), COLLECTOR BOOT AND 6" PVC DRAINAGE PIPING UNDERGROUND. DAYLIGHT PIPE AND CUT END AT ANGLE TO MATCH GRADE
9. REINSTALL LIGHTNING PROTECTION SYSTEM
10. PROVIDE WEATHER TIGHT GOOSENECK, THRU ROOF, FOR LIGHTNING PROTECTION CONNECTION TO GROUND (SEE 12/A5.1)



LEON COUNTY  
EASTSIDE LIBRARY

16730 Drawn By: jh2  
Project Code Checked By: DB

15 OCTOBER 2019  
Date

**CONTRACT DOCUMENTS**

Revisions


**ROOF PLAN**

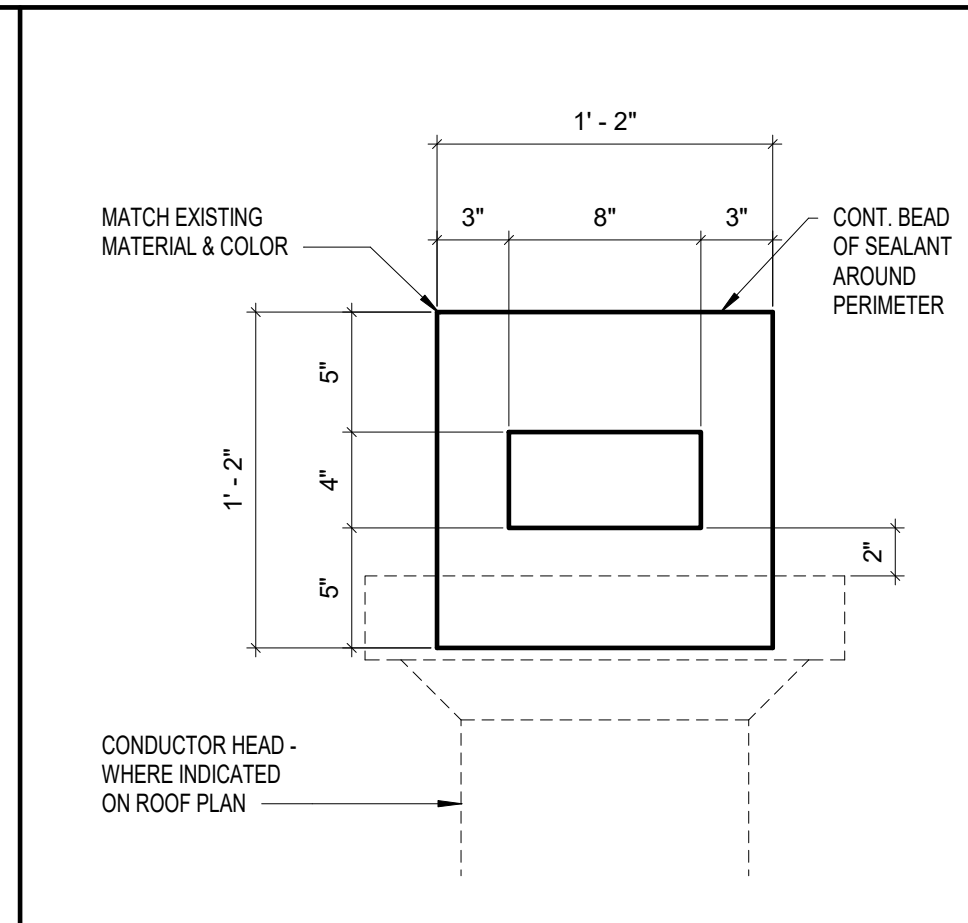
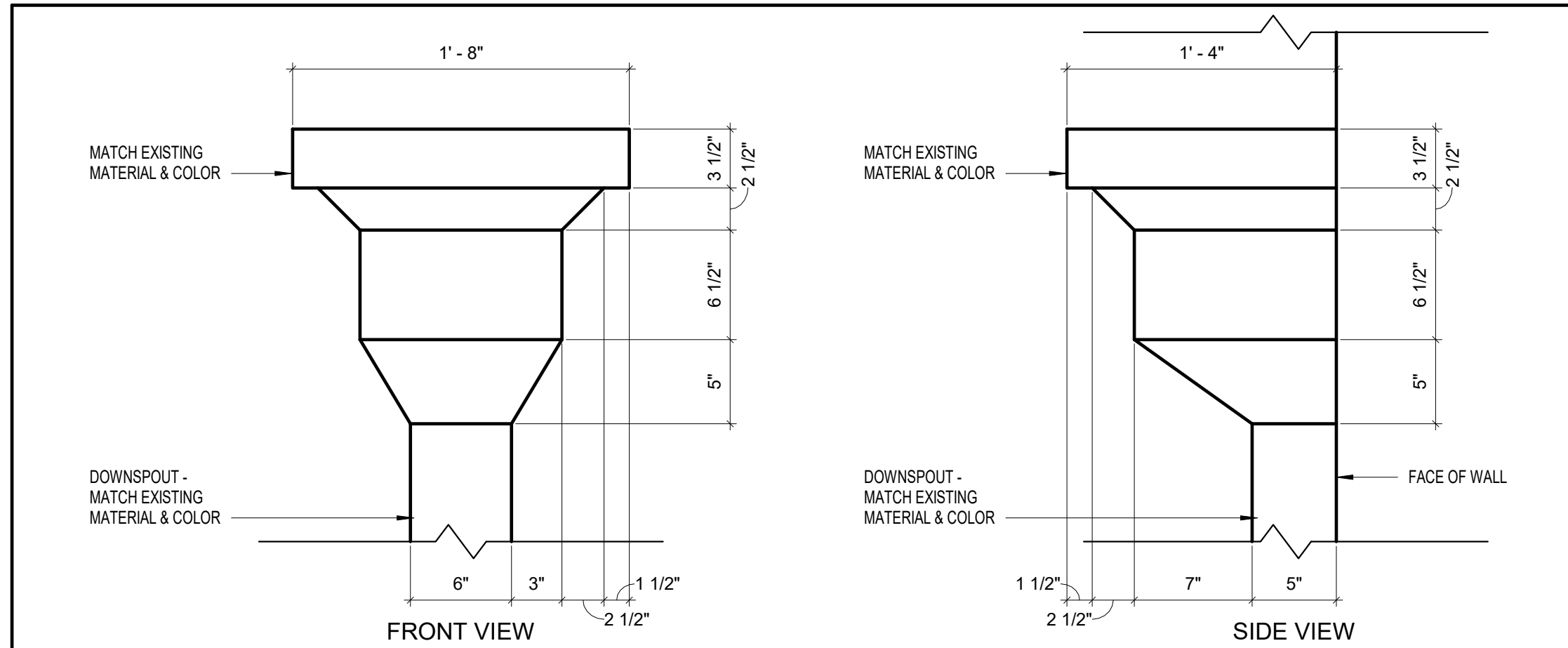
Tallahassee Florida

**A1.2**

**1 ROOF PLAN**  
A1.2 1/8" = 1'-0"

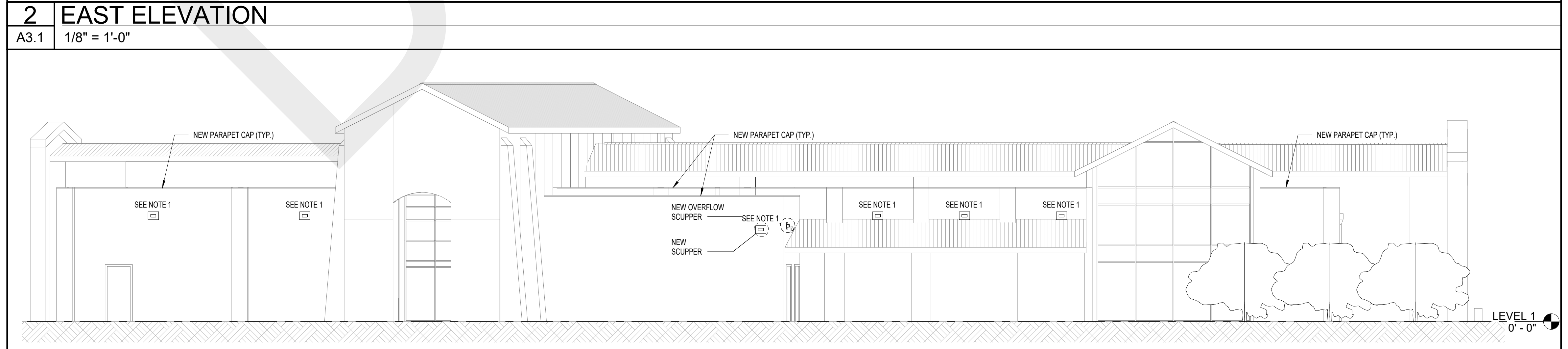
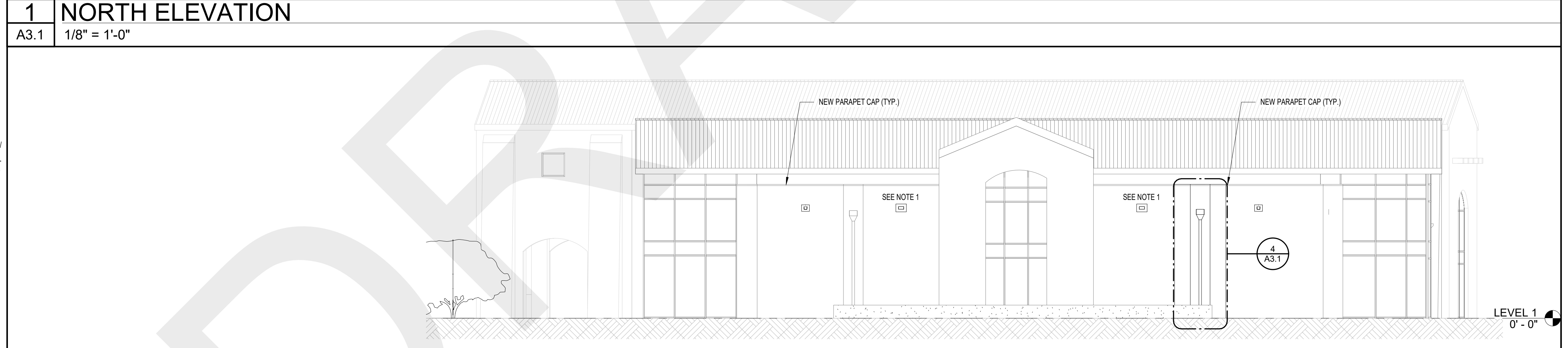
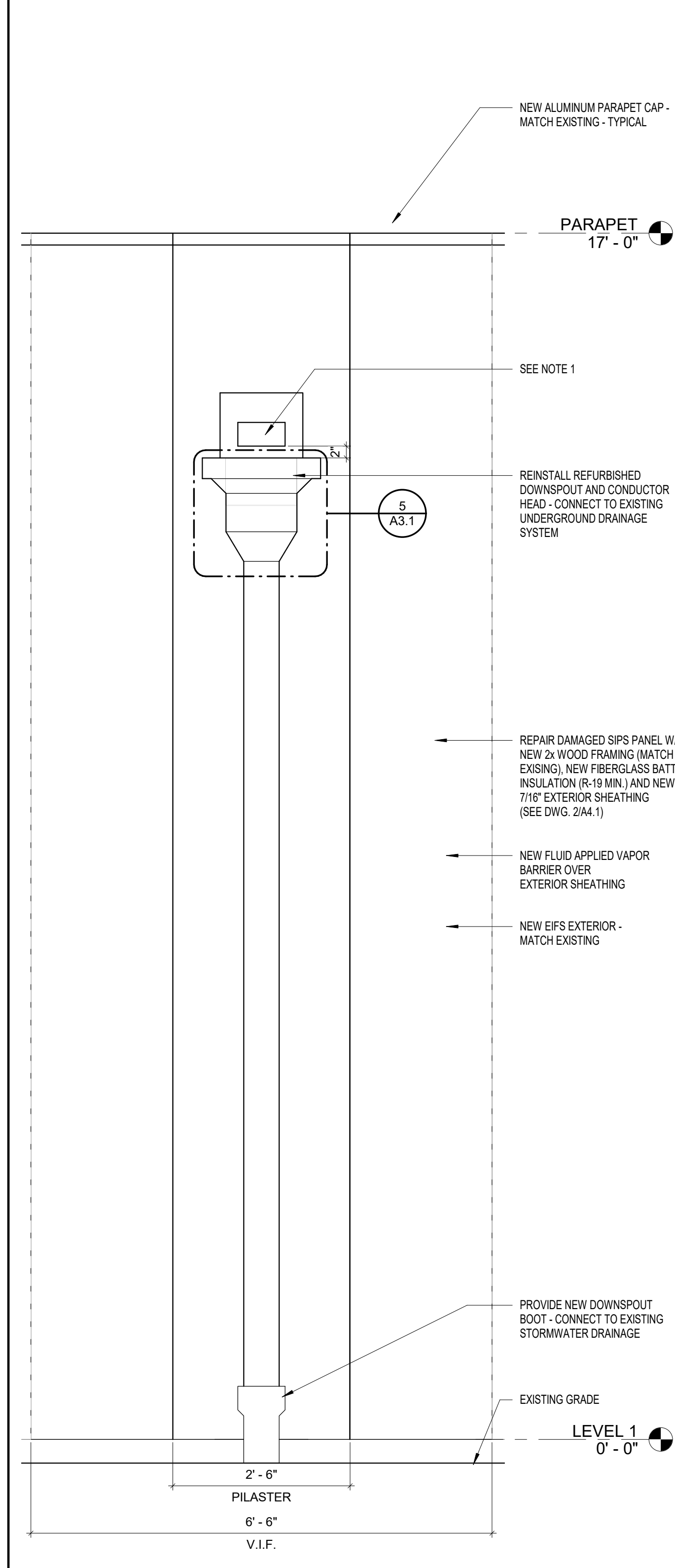


1. REPLACE EXISTING SCUPPERS AND OVERFLOW SCUPPERS W/ NEW (LARGER) 8" x 4" METAL UNITS - PROVIDE NEW 14" x 14" EXPOSED FLANGE / COVER THAT MATCHES EXISTING FINISH (TYP. ALL SCUPPERS)



**5 CONDUCTOR HEAD**  
A3.1 1 1/2" = 1'-0"

**6 FLANGE / COVER**  
A3.1 1 1/2" = 1'-0"



**4 EAST ELEVATION - ENLARGED**  
A3.1 3/4" = 1'-0"

**3 SOUTH ELEVATION**  
A3.1 1/8" = 1'-0"



LEON COUNTY EASTSIDE LIBRARY

16730 Drawn By: jH2  
Project Code Checked By: DB

Date: 15 OCTOBER 2019

CONTRACT DOCUMENTS

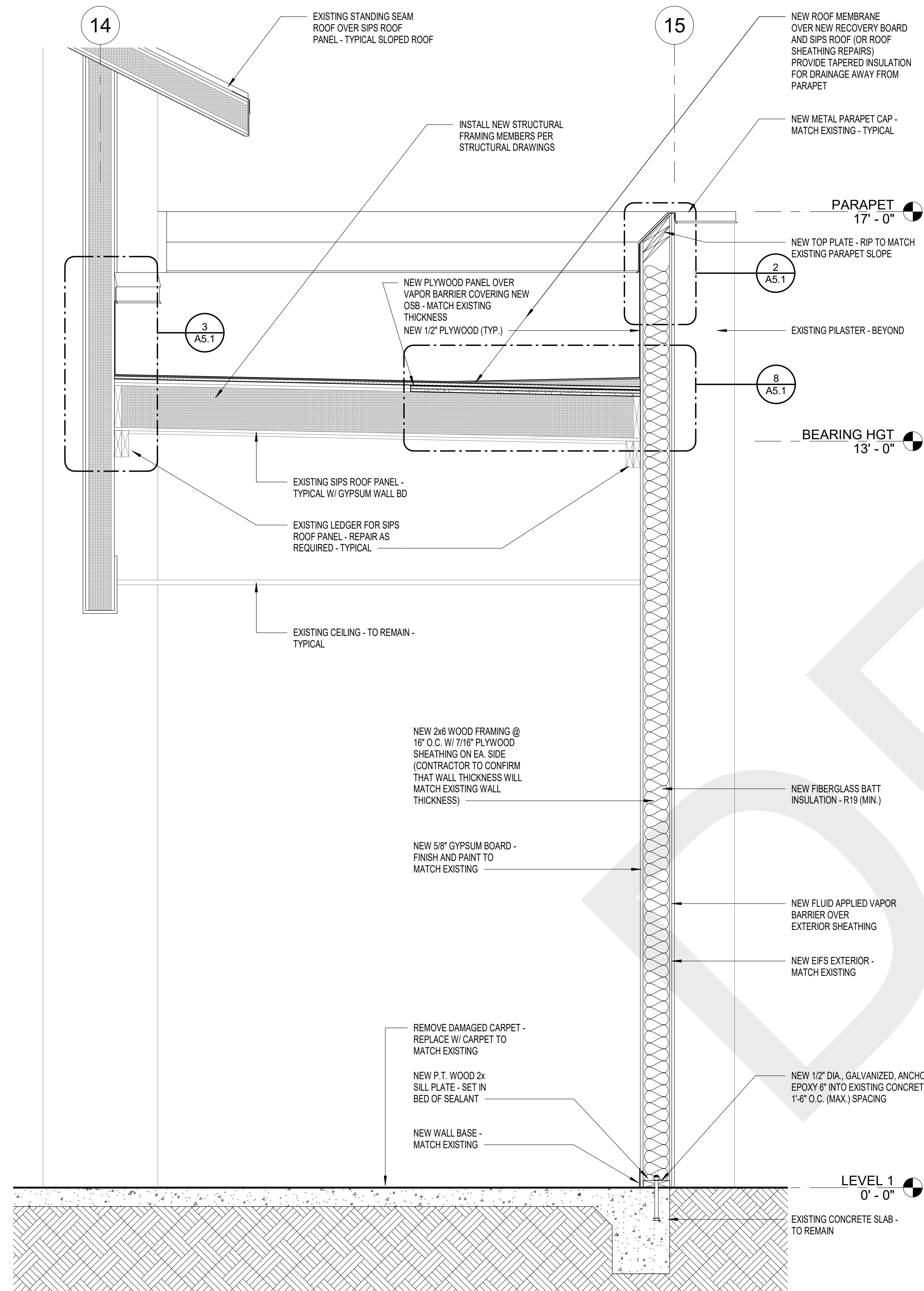
Revisions


BUILDING ELEVATIONS

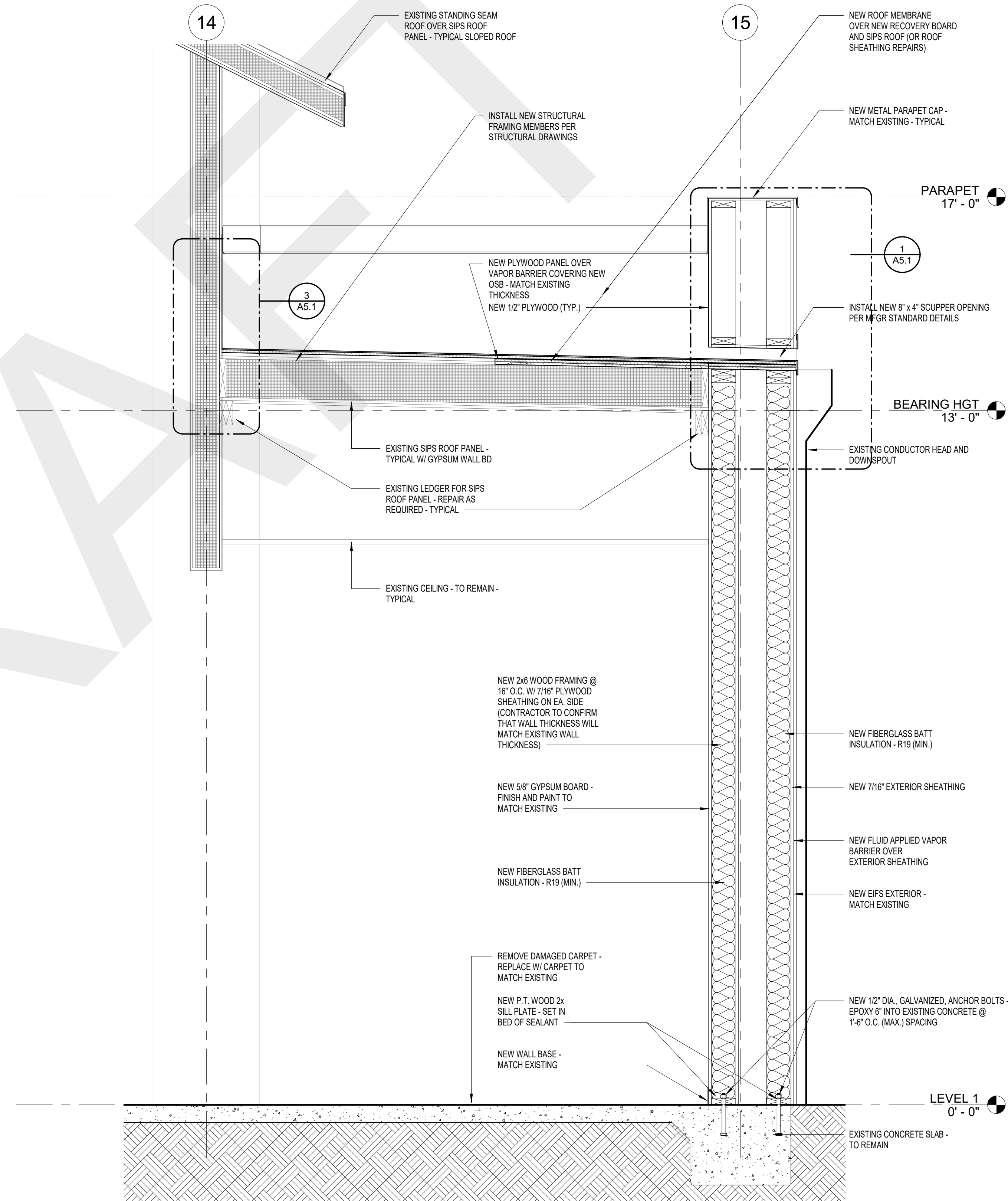
Tallahassee Florida

**A3.1**

- NOTES
1. ROOF MEMBRANE BASIS OF DESIGN: TPO
  2. ROOF MEMBRANE ADD ALTERNATE: PVC
  3. ALL TAPERED INSULATION AT ROOF DRAINS SHALL PROVIDE 1/2" / 1'-0" SLOPE TO DRAIN
  4. REMOVE EXISTING SCUPPERS AND ENLARGE OPENING AT SIPS PANEL TO ACCOMMODATE A 8" x 4" SCUPPER - INSTALL NEW SCUPPER COVER TO MATCH EXISTING (SEE 6/A3.1) SLOPE SCUPPER 1" PER 12" (TYP.)



**2** FLAT ROOF - WALL SECTION @ EXTERIOR WALL REPAIR  
A4.1 3/4" = 1'-0"



**1** FLAT ROOF - WALL SECTION @ EXTERIOR PILASTER REPAIR  
A4.1 3/4" = 1'-0"



LEON COUNTY  
EASTSIDE LIBRARY

16730 Drawn By: jh2  
Project Code Checked By: DB

15 OCTOBER 2019  
Date

CONTRACT  
DOCUMENTS

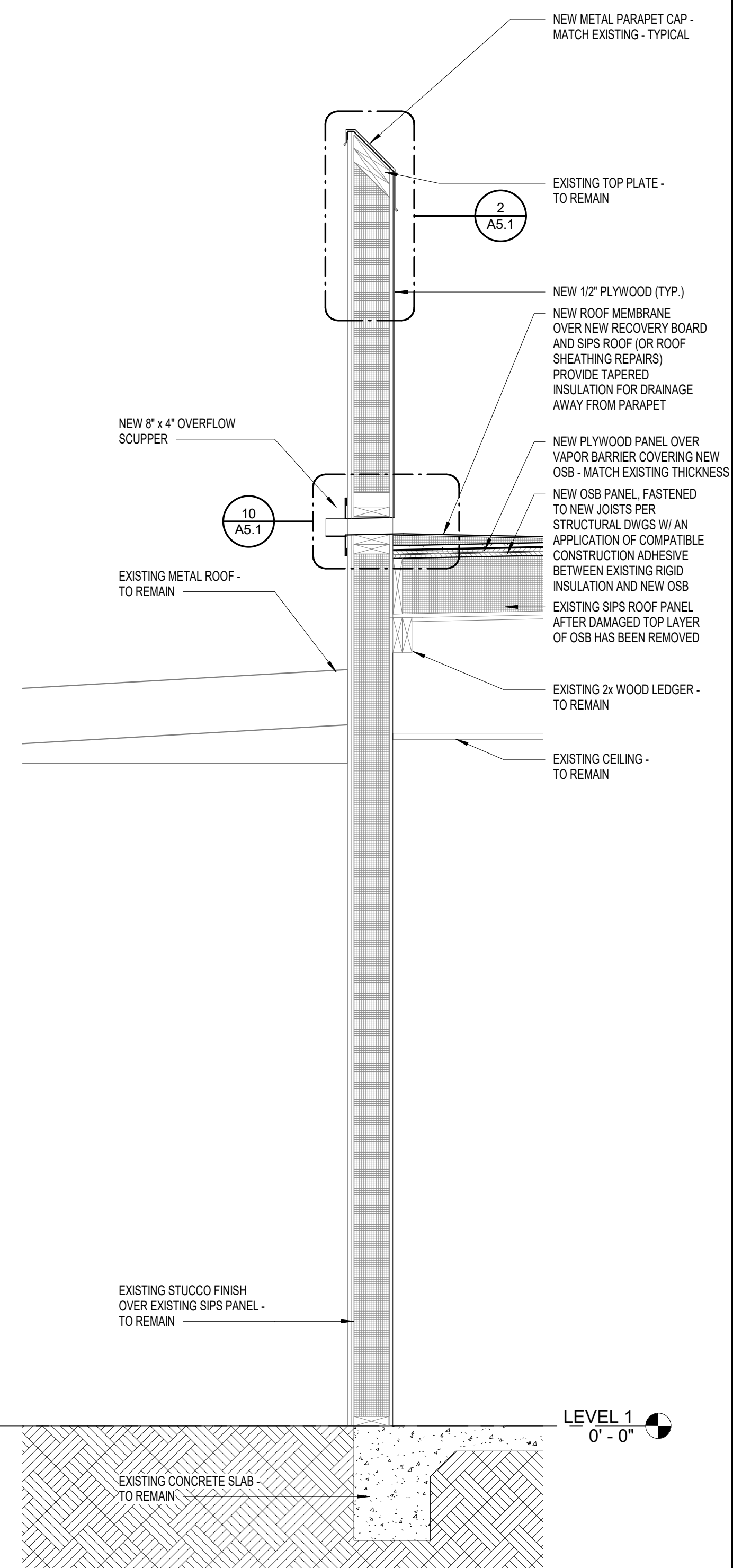
Revisions


BUILDING SECTIONS

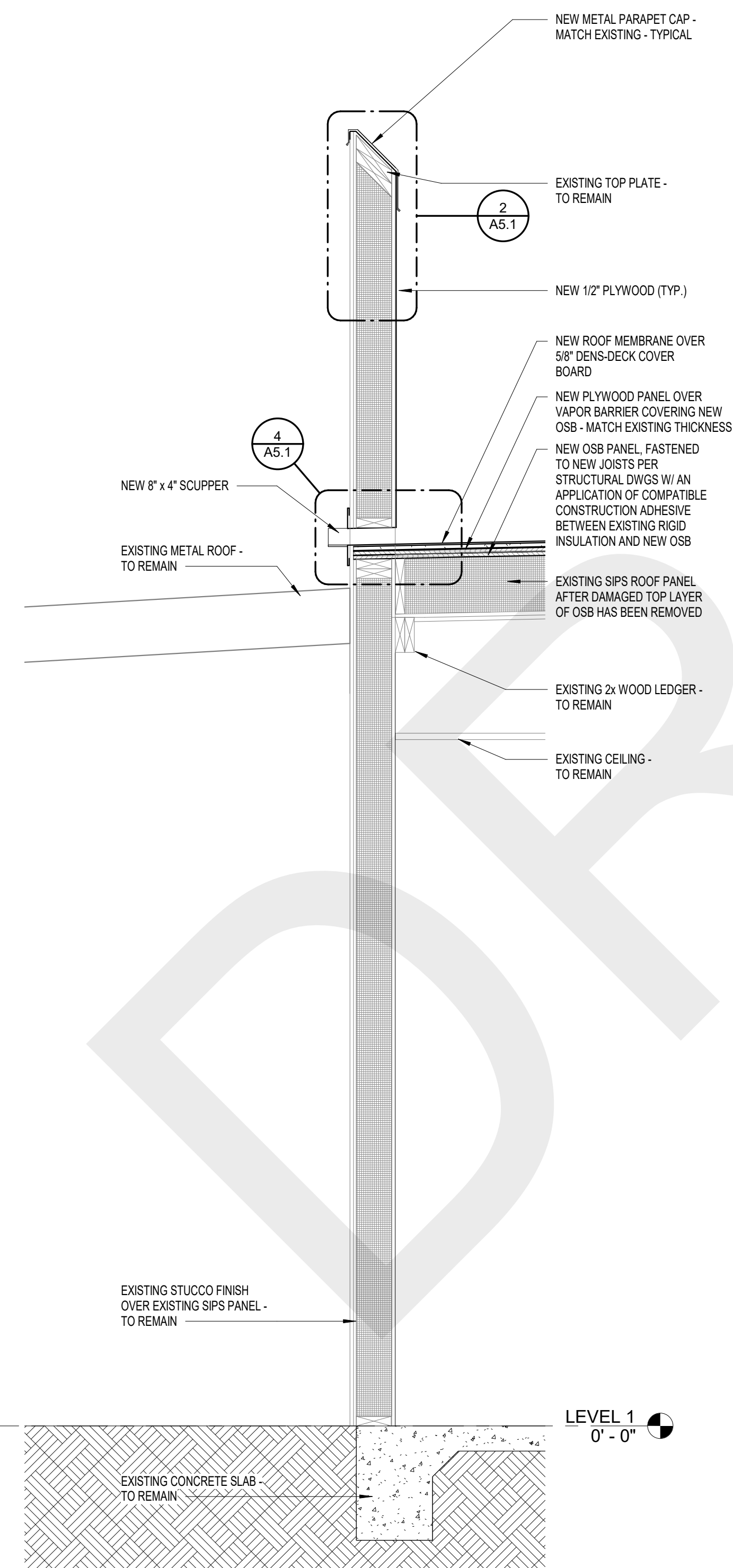
Tallahassee Florida

**A4.1**

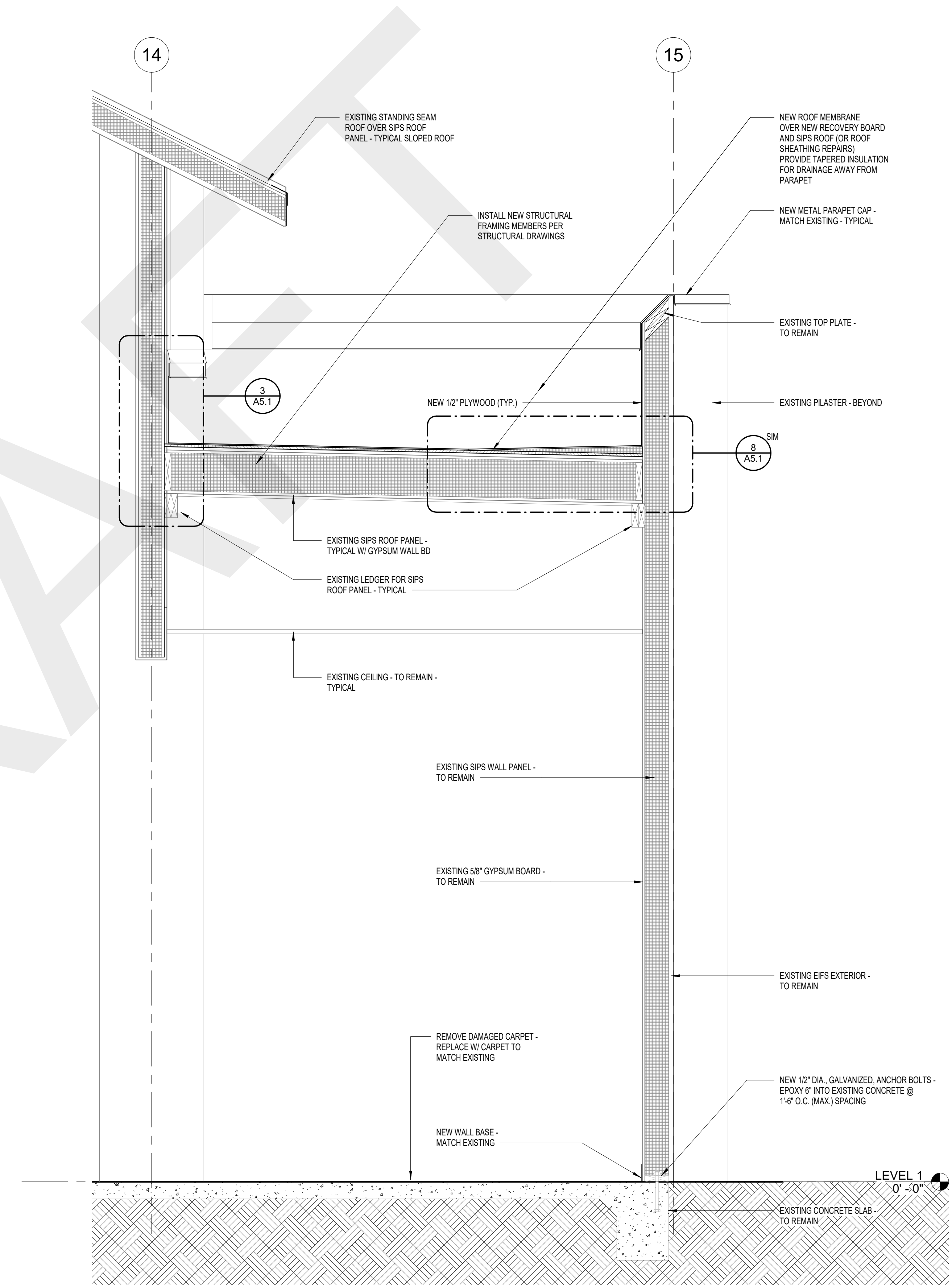
1. ROOF MEMBRANE BASIS OF DESIGN: TPO
2. ROOF MEMBRANE ADD ALTERNATE: PVC
3. ALL TAPERED INSULATION AT ROOF DRAINS SHALL PROVIDE 1/2" / 1'-0" SLOPE TO DRAIN
4. REMOVE EXISTING SCUPPERS AND ENLARGE OPENING AT SIPS PANEL TO ACCOMMODATE A 8" x 4" SCUPPER - INSTALL NEW SCUPPER COVER TO MATCH EXISTING



**3 PARAPET OVERFLOW SECTION**  
A4.2 3/4" = 1'-0"



**2 PARAPET SCUPPER SECTION**  
A4.2 3/4" = 1'-0"



**1 FLAT ROOF SECTION**  
A4.2 3/4" = 1'-0"



LEON COUNTY  
EASTSIDE LIBRARY

16730 Drawn By: jh2  
Project Code Checked By: DB

15 OCTOBER 2019  
Date

CONTRACT  
DOCUMENTS

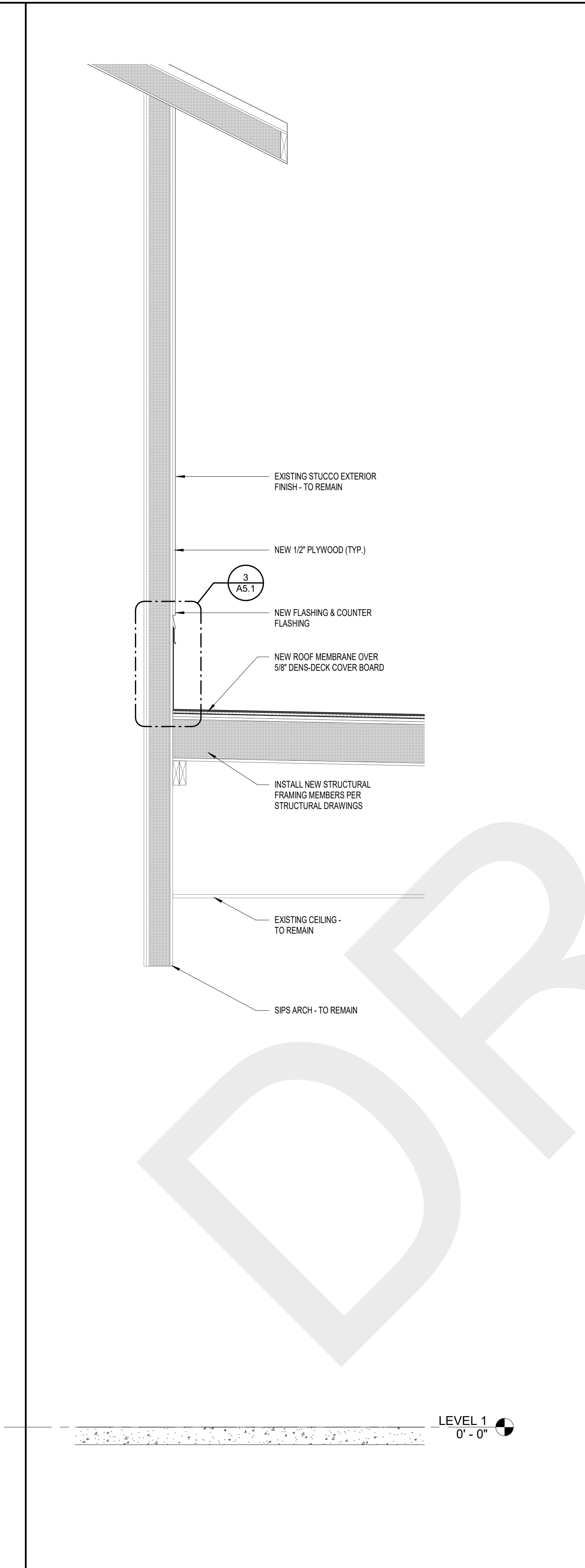
- Revisions
- ▲
  - ▲
  - ▲
  - ▲
  - ▲
  - ▲
  - ▲
  - ▲

BUILDING SECTIONS

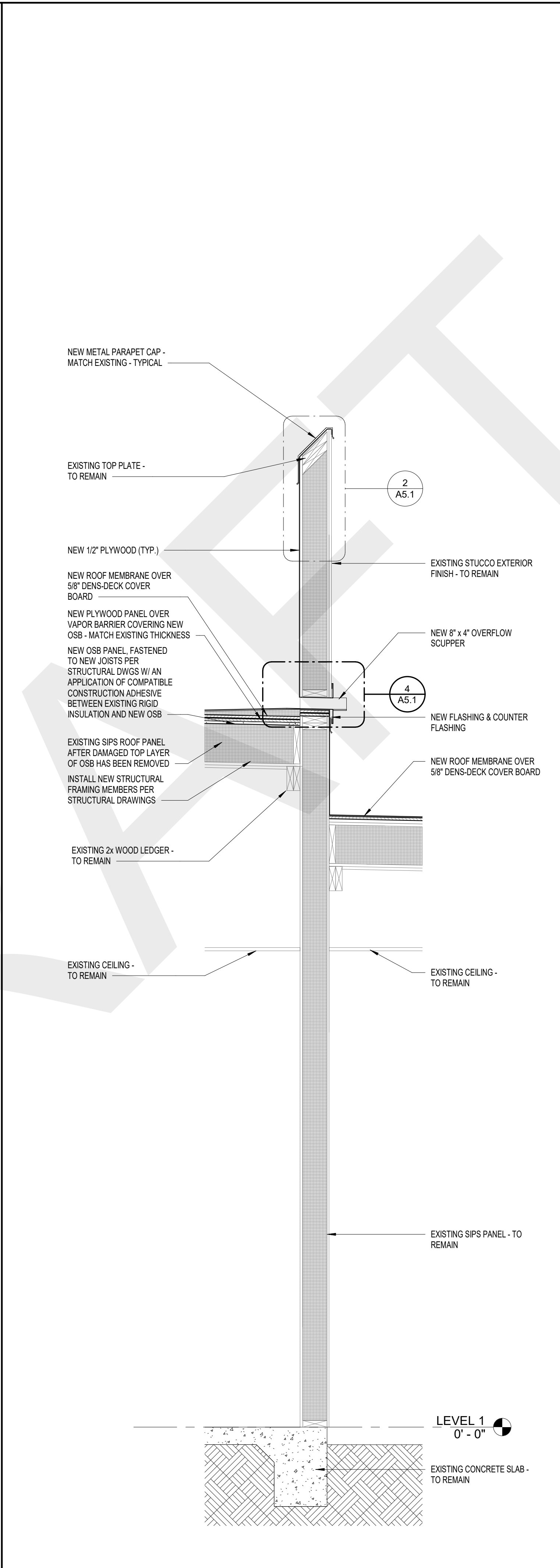
Tallahassee Florida

**A4.2**

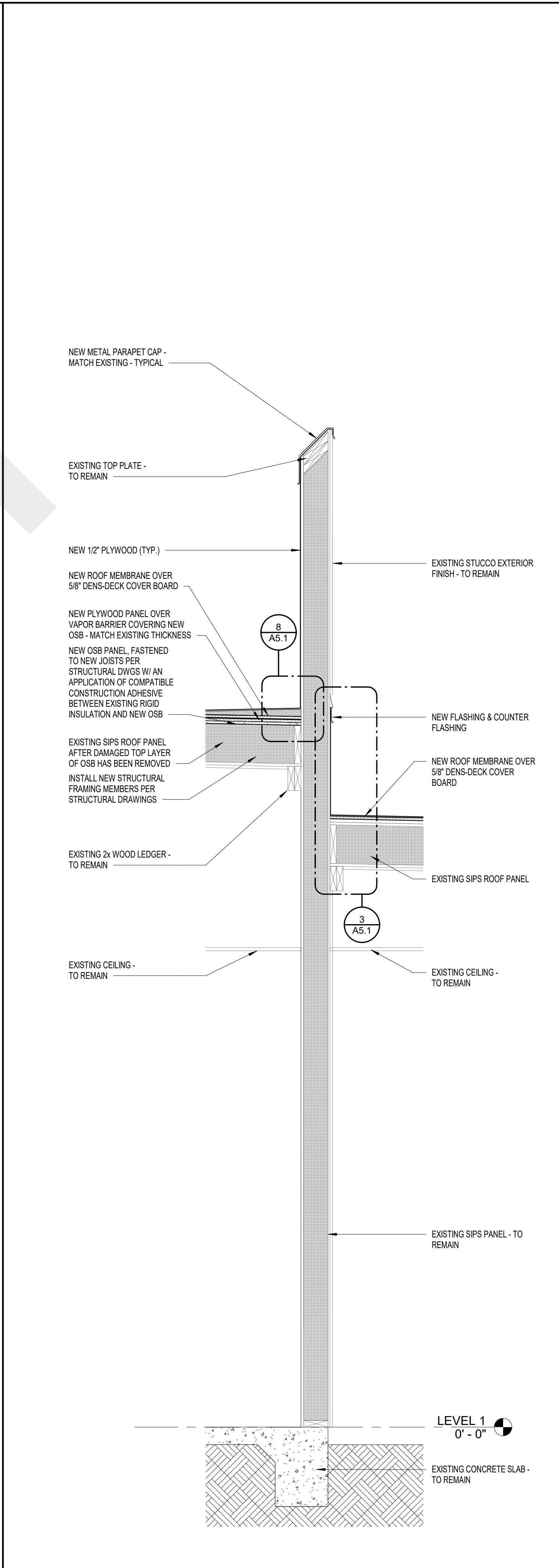
- NOTES**
1. ROOF MEMBRANE BASIS OF DESIGN: TPO
  2. ROOF MEMBRANE ADD ALTERNATE: PVC
  3. ALL TAPERED INSULATION AT ROOF DRAINS SHALL PROVIDE 1/2" / 1'-0" SLOPE TO DRAIN
  4. REMOVE EXISTING SCUPPERS AND ENLARGE OPENING AT SIPS PANEL TO ACCOMMODATE A 8" x 4" SCUPPER - INSTALL NEW SCUPPER COVER TO MATCH EXISTING



**3 WALL SECTION**  
A4.3 3/4" = 1'-0"



**2 PARAPET SCUPPER SECTION**  
A4.3 3/4" = 1'-0"



**1 PARAPET WALL SECTION**  
A4.3 3/4" = 1'-0"



LEON COUNTY  
EASTSIDE LIBRARY

16730 Drawn By: jh2  
Project Code Checked By: DB

15 OCTOBER 2019  
Date

**CONTRACT DOCUMENTS**

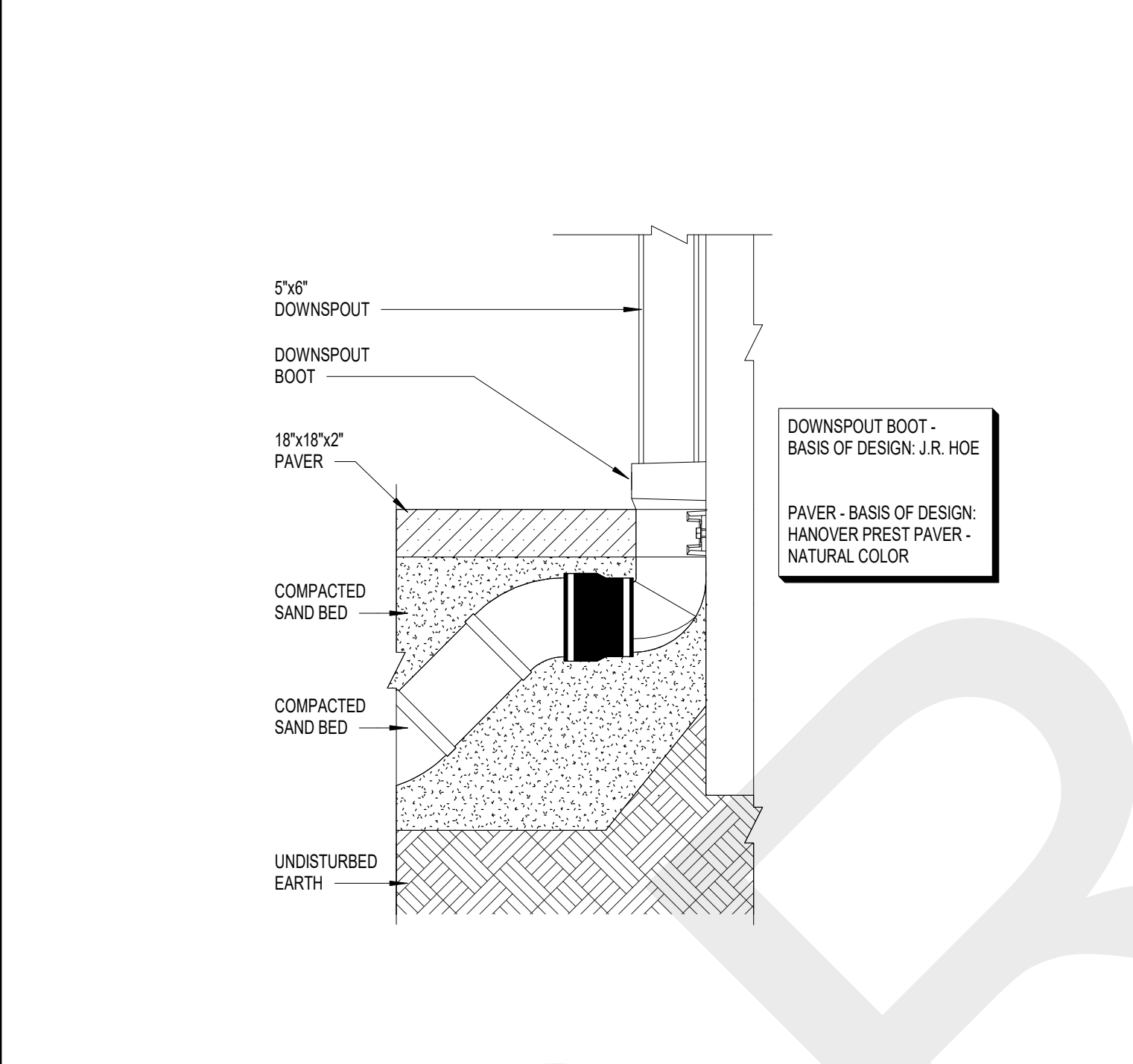
Revisions


**BUILDING SECTIONS**

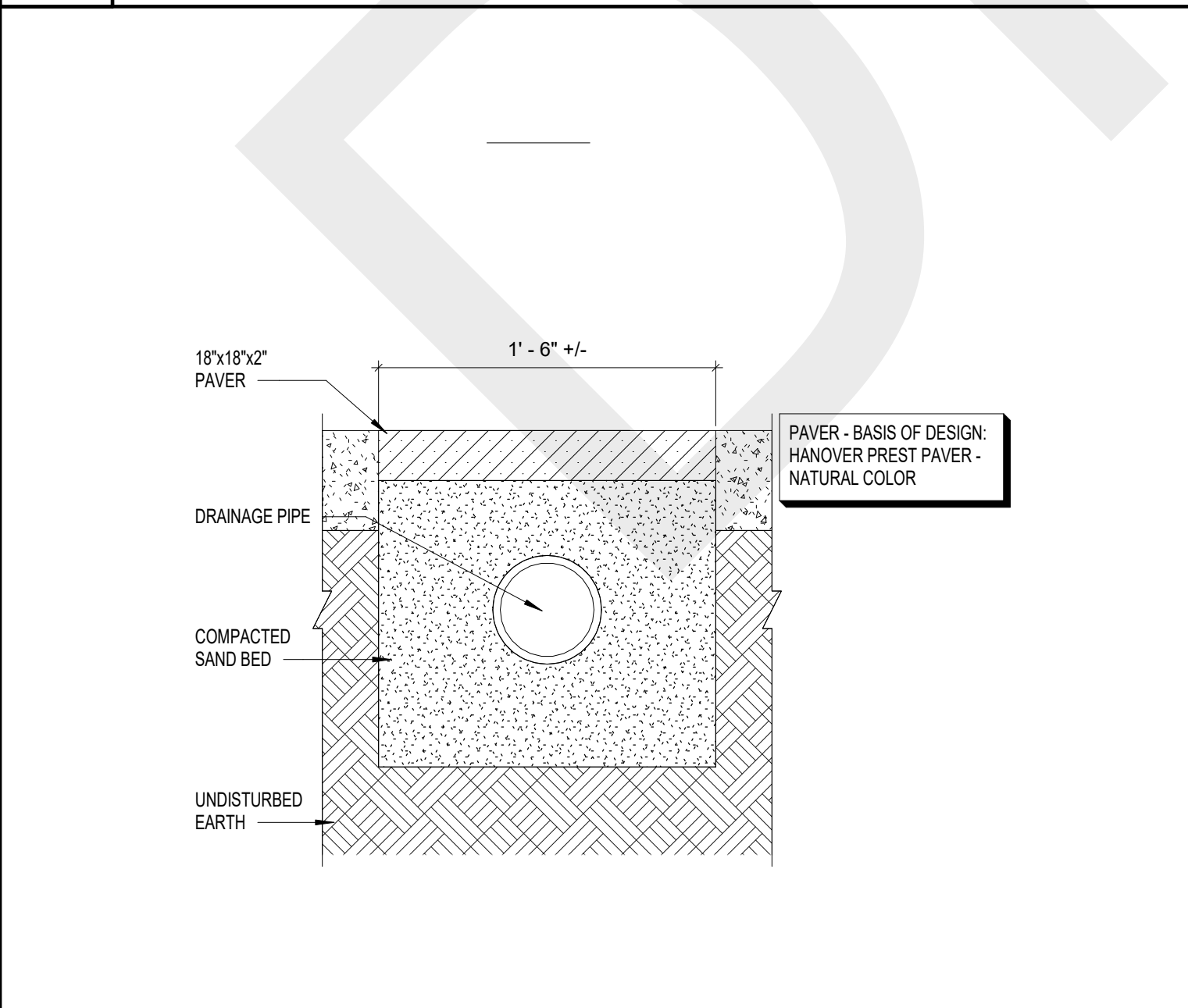
Tallahassee Florida

**A4.3**

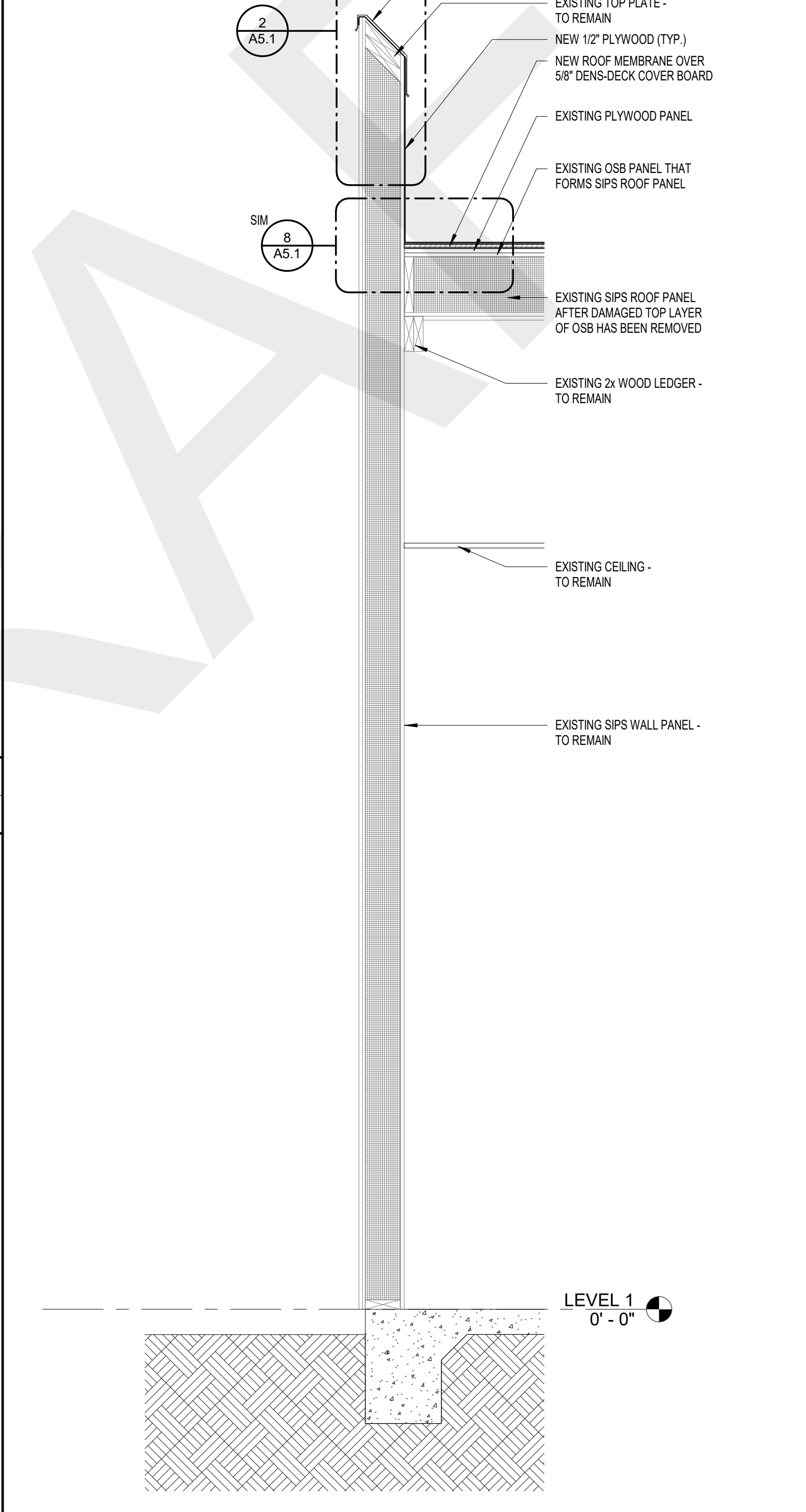
- NOTES
1. ROOF MEMBRANE BASIS OF DESIGN: TPO
  2. ROOF MEMBRANE ADD ALTERNATE: PVC
  3. ALL TAPERED INSULATION AT ROOF DRAINS SHALL PROVIDE 1/2" / 1'-0" SLOPE TO DRAIN



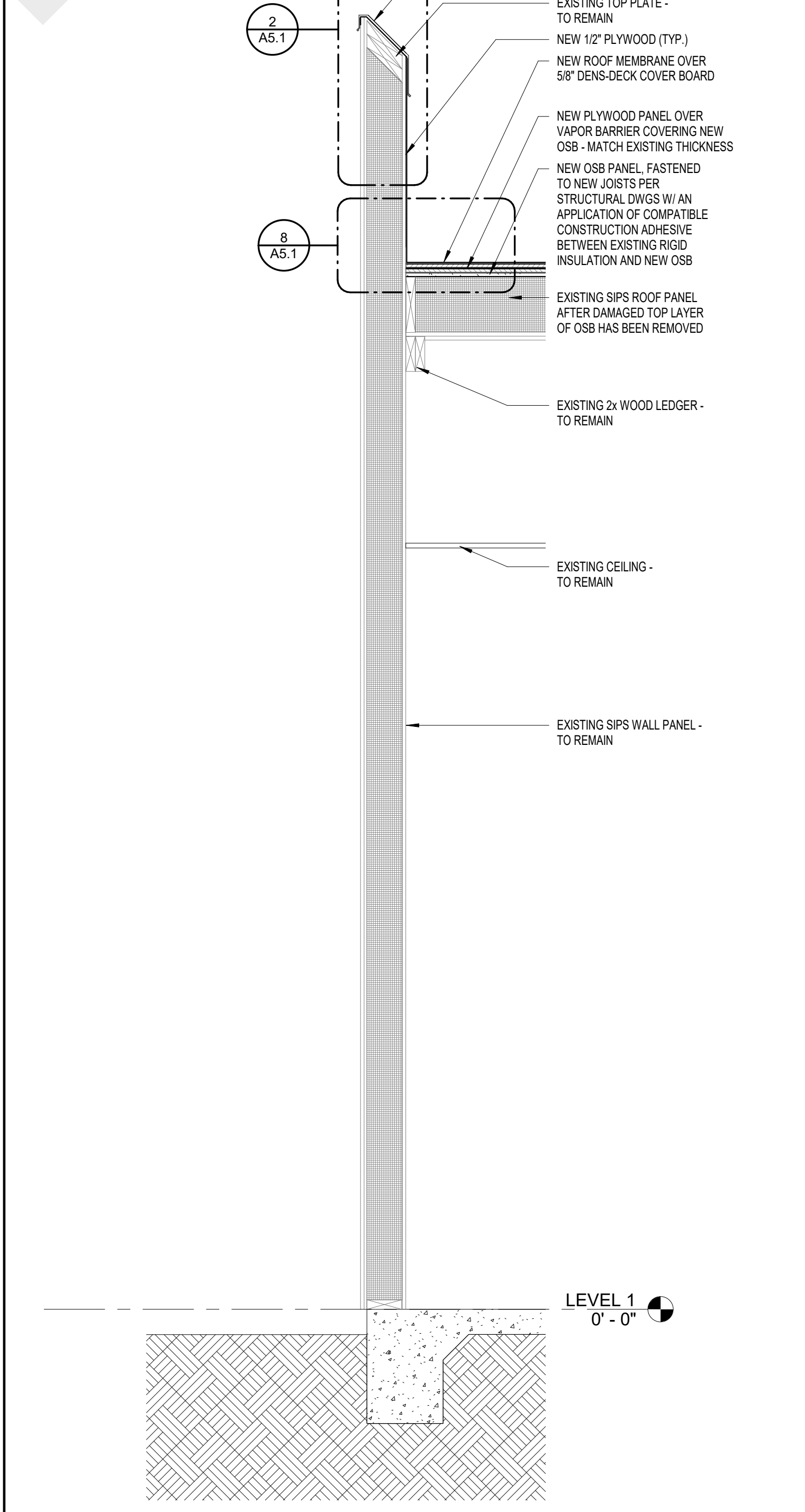
**3 DRAINAGE BOOT**  
A4.4 1 1/2" = 1'-0"



**4 DRAINAGE @ WALKWAY**  
A4.4 1 1/2" = 1'-0"



**2 PARAPET WALL SECTION**  
A4.4 3/4" = 1'-0"



**1 PARAPET WALL SECTION**  
A4.4 3/4" = 1'-0"



LEON COUNTY  
EASTSIDE LIBRARY

16730 Drawn By: jh2  
Project Code Checked By: DB

Date  
15 OCTOBER 2019

CONTRACT  
DOCUMENTS

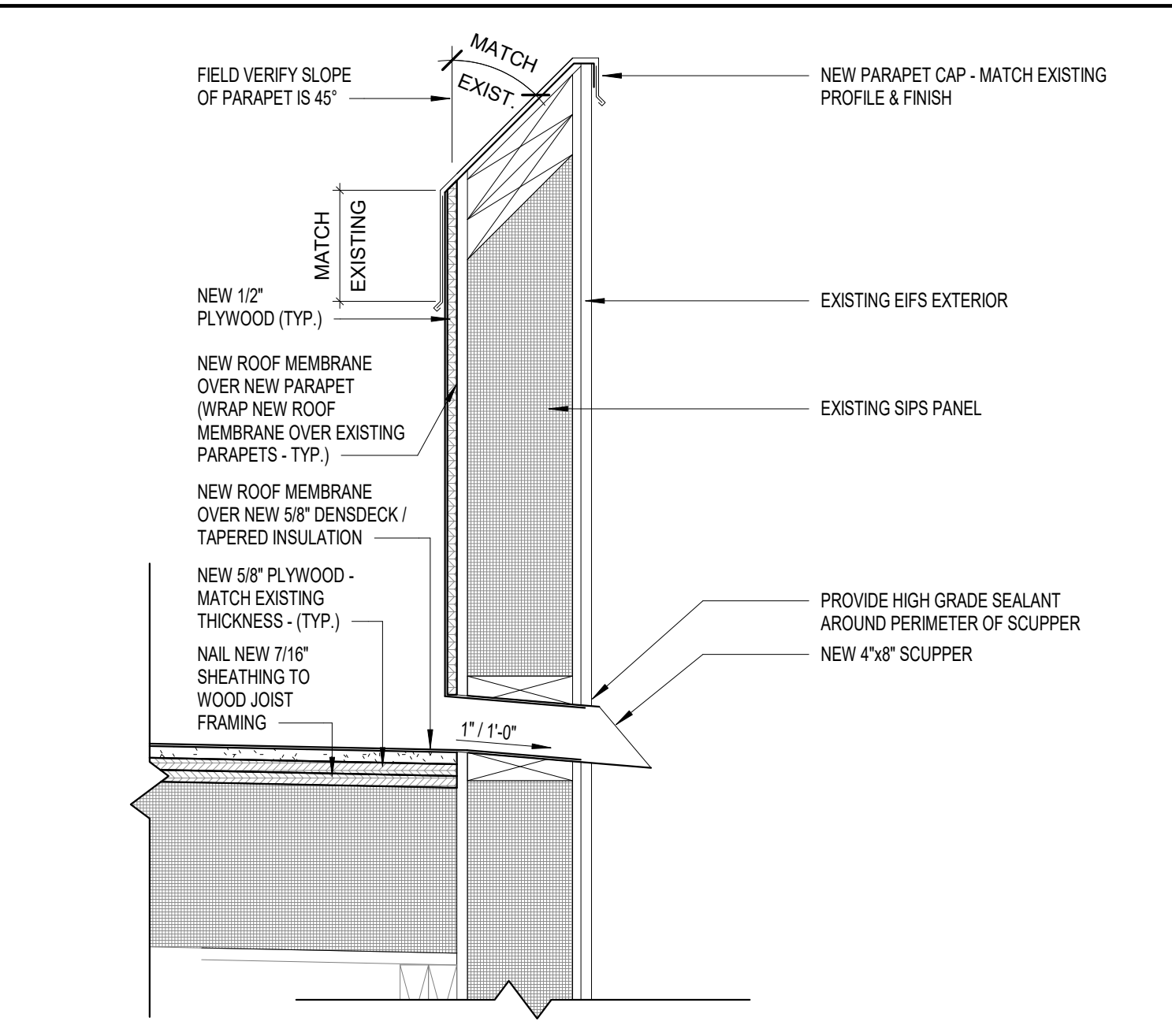
Revisions


BUILDING SECTIONS

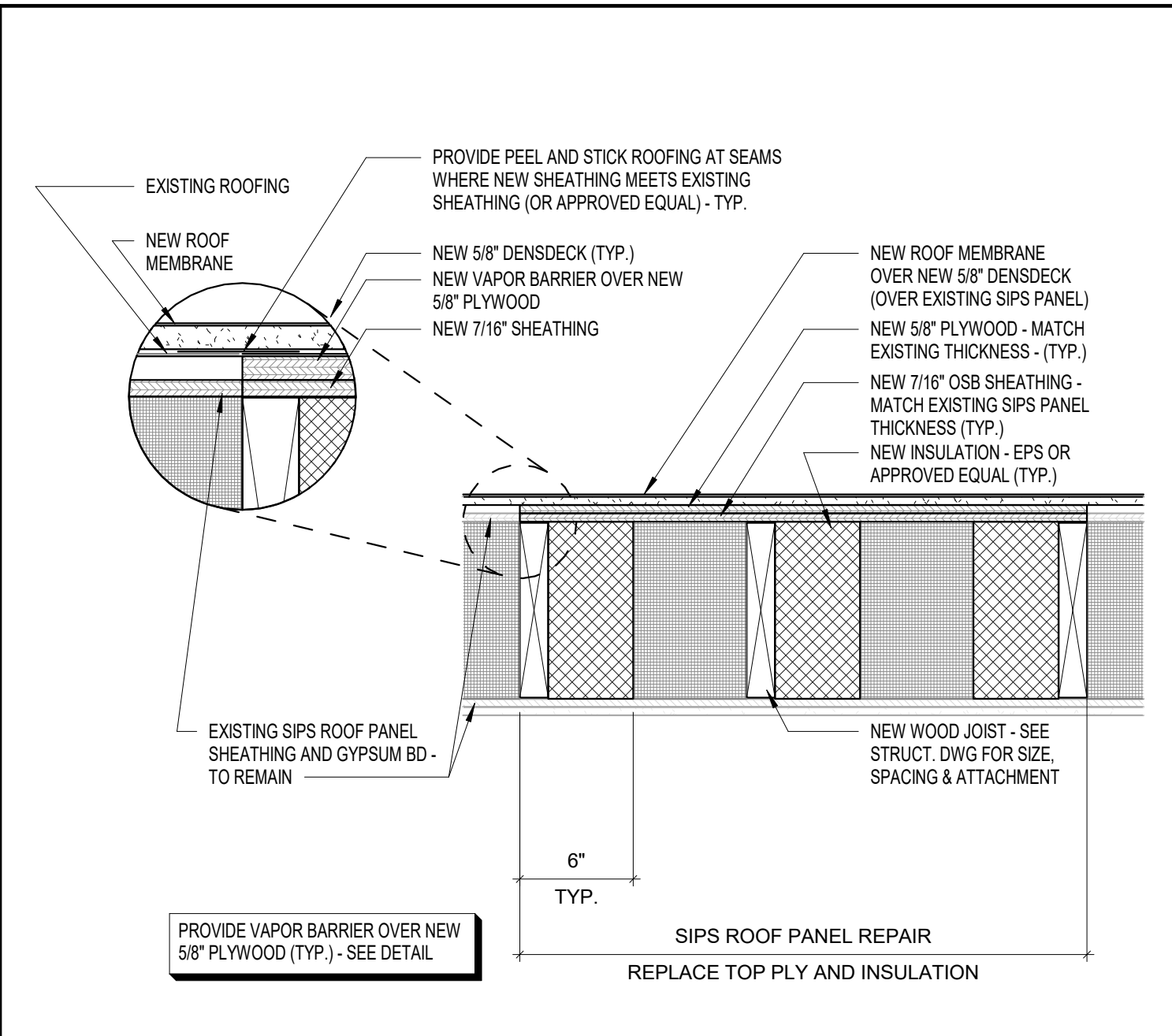
Tallahassee Florida

**A4.4**

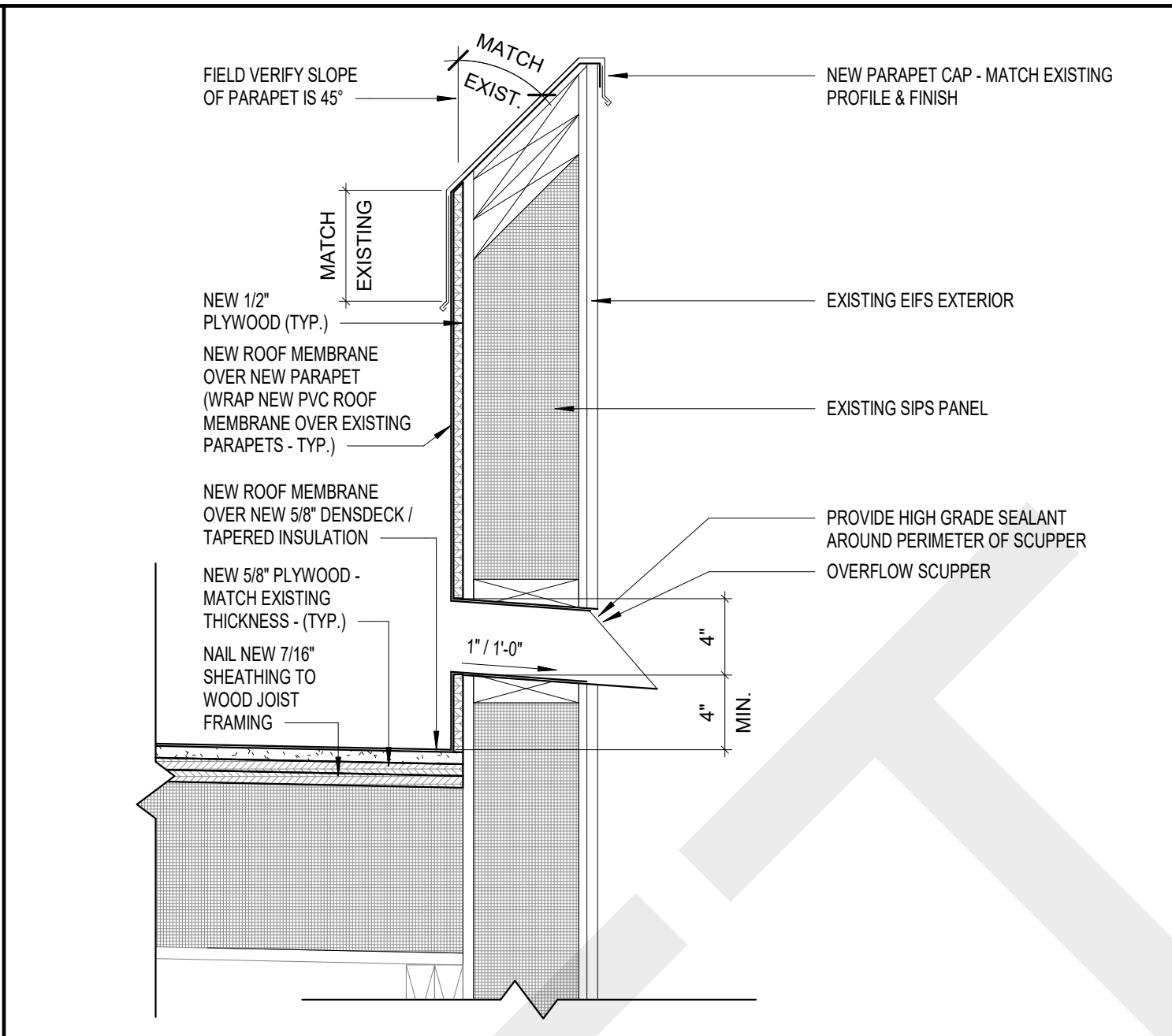
- NOTES
1. ROOF MEMBRANE BASIS OF DESIGN: TPO
  2. ROOF MEMBRANE ADD ALTERNATE: PVC
  3. ALL TAPERED INSULATION AT ROOF DRAINS SHALL PROVIDE 1/2" / 1'-0" SLOPE TO DRAIN
  4. INSTALL NEW DOWNSPOUTS AND CONDUCTOR HEADS TO MATCH EXISTING. TOP OF CONDUCTOR HEAD TO BE 2" BELOW BOTTOM OF SCUPPER (TYP.)



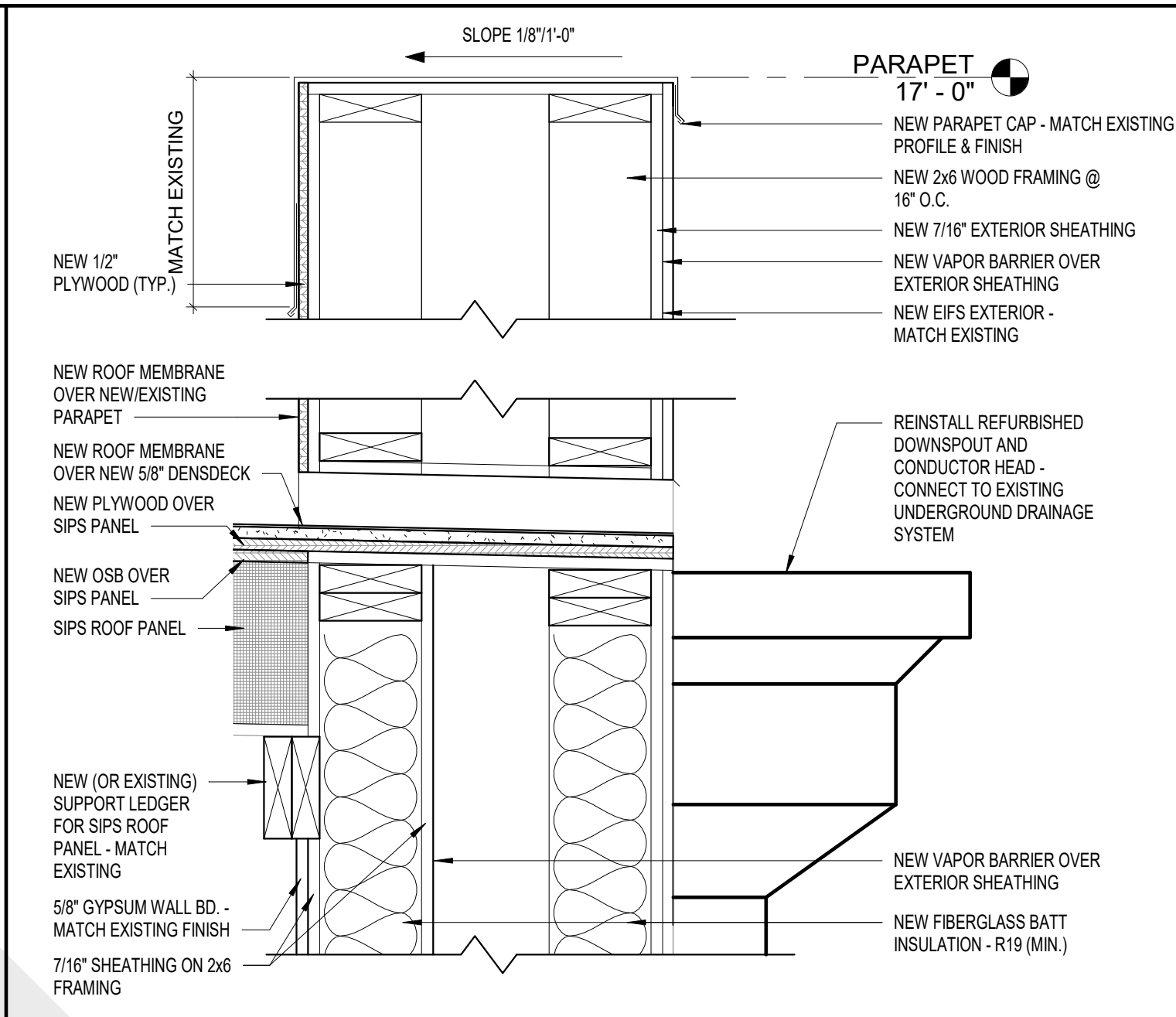
**10 PARAPET SCUPPER**  
A5.1 1 1/2" = 1'-0"



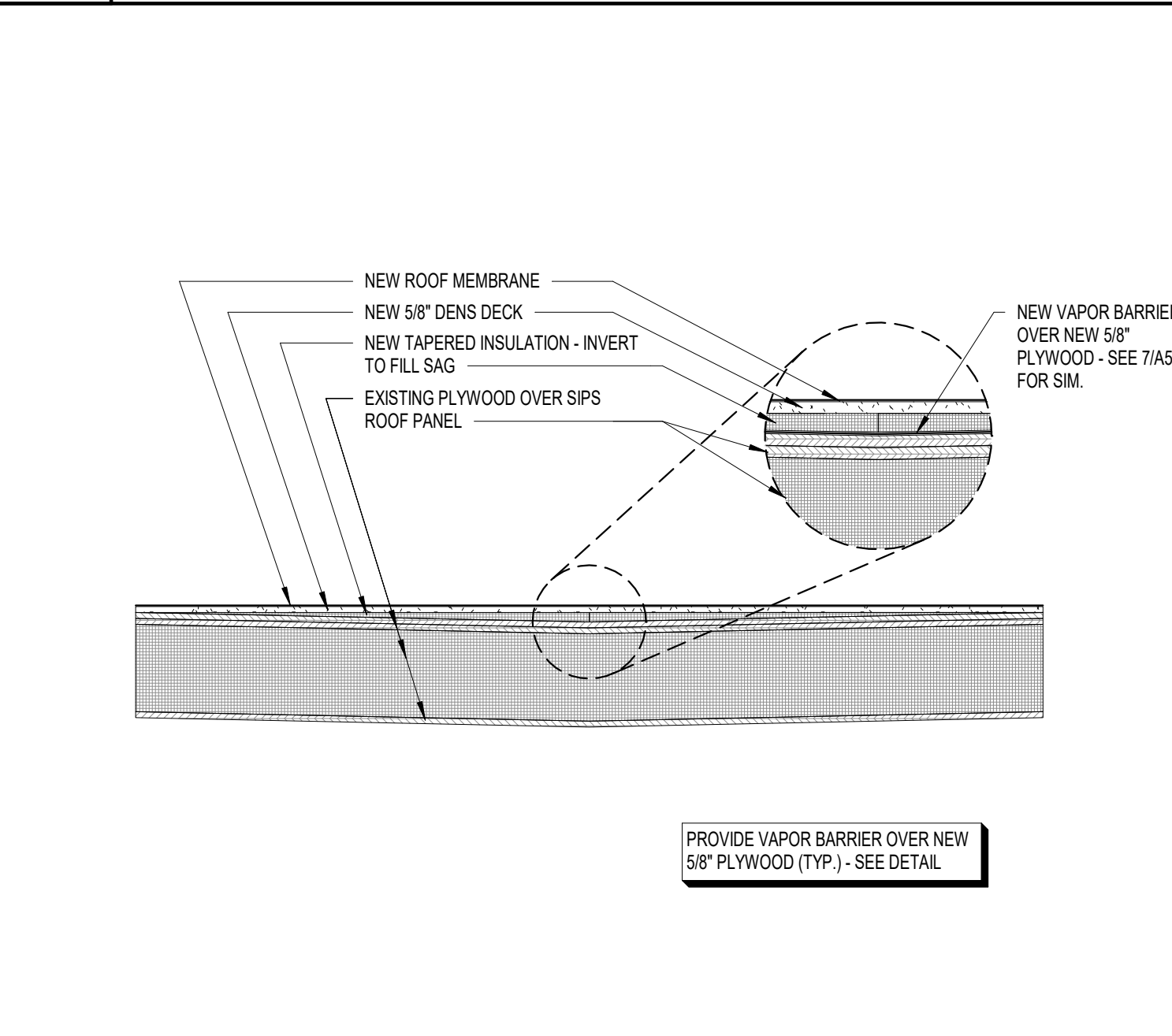
**7 SIPS ROOF REPAIR - TYP.**  
A5.1 1 1/2" = 1'-0"



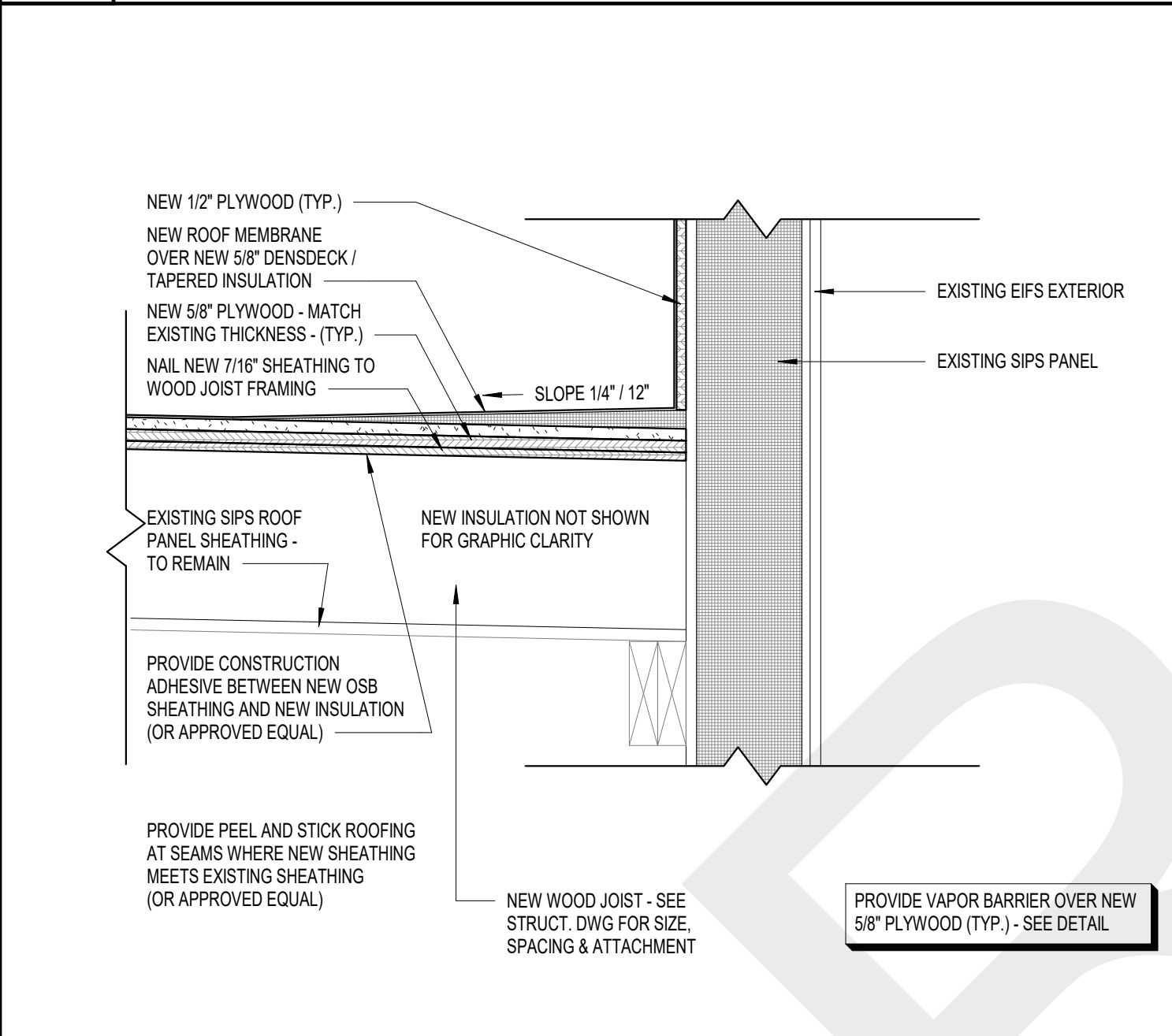
**4 OVERFLOW SCUPPER**  
A5.1 1 1/2" = 1'-0"



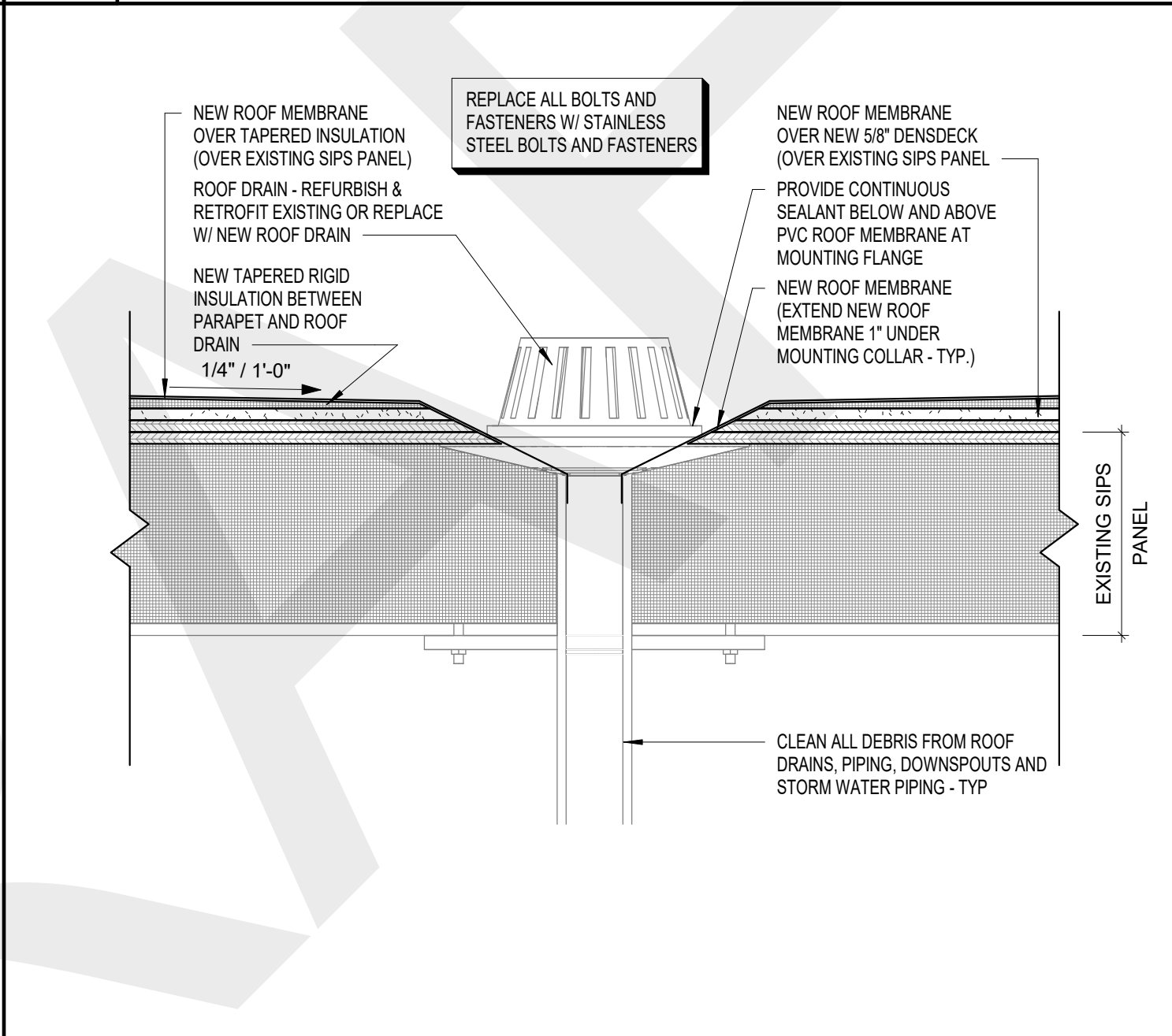
**1 SCUPPER DETAIL**  
A5.1 1 1/2" = 1'-0"



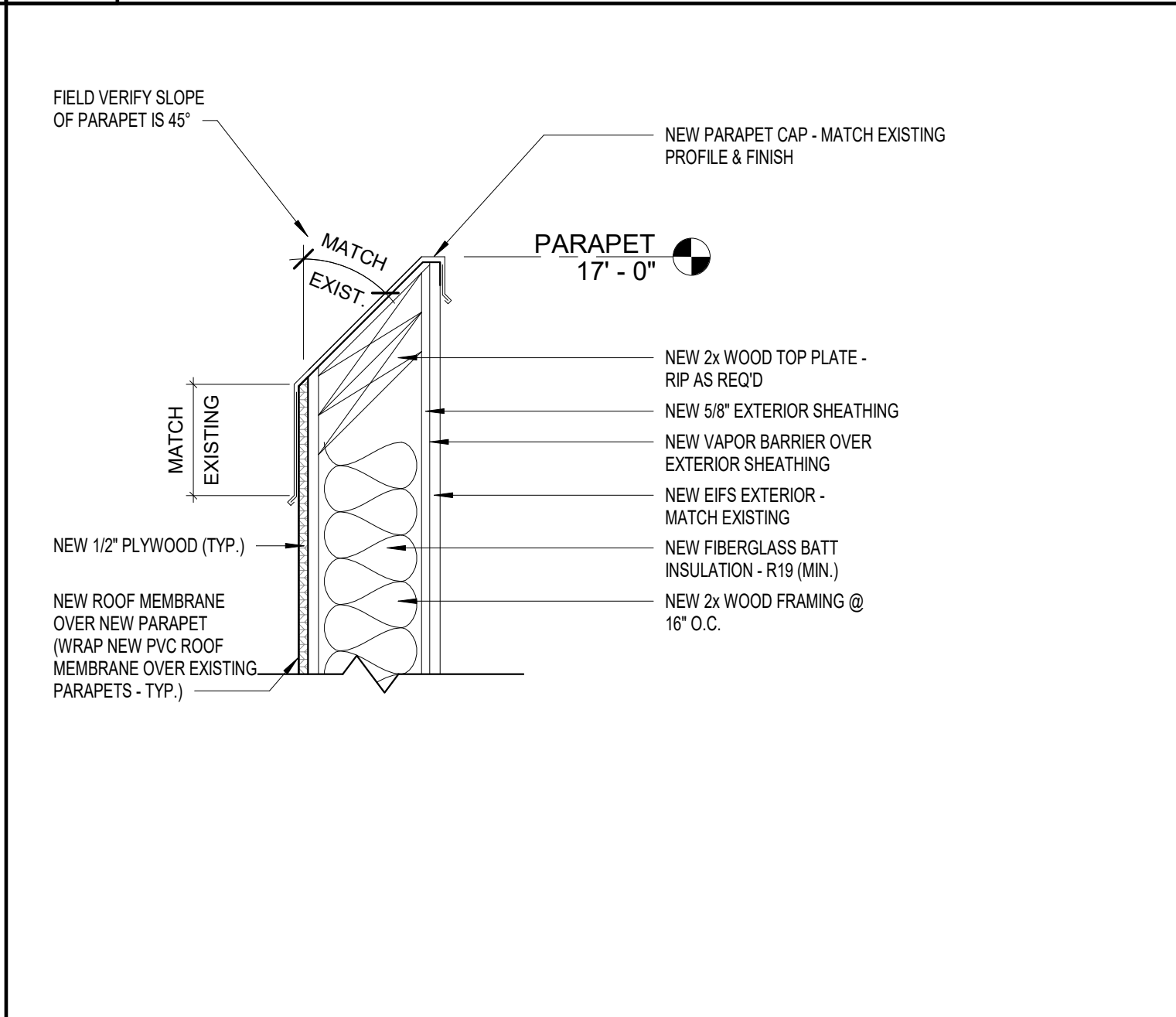
**11 SIPS SAG**  
A5.1 3/4" = 1'-0"



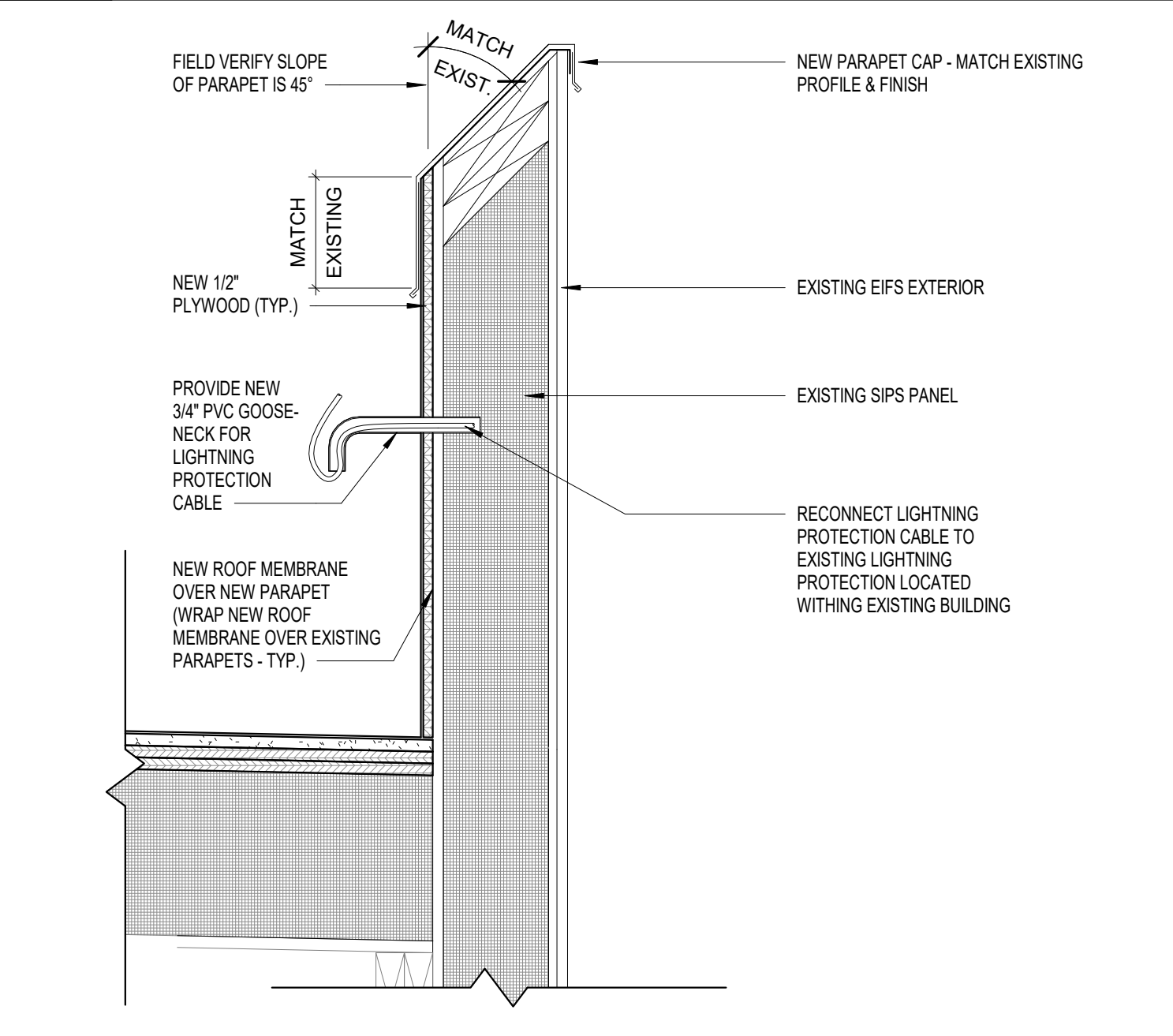
**8 SIPS ROOF REPAIR - TYP.**  
A5.1 1 1/2" = 1'-0"



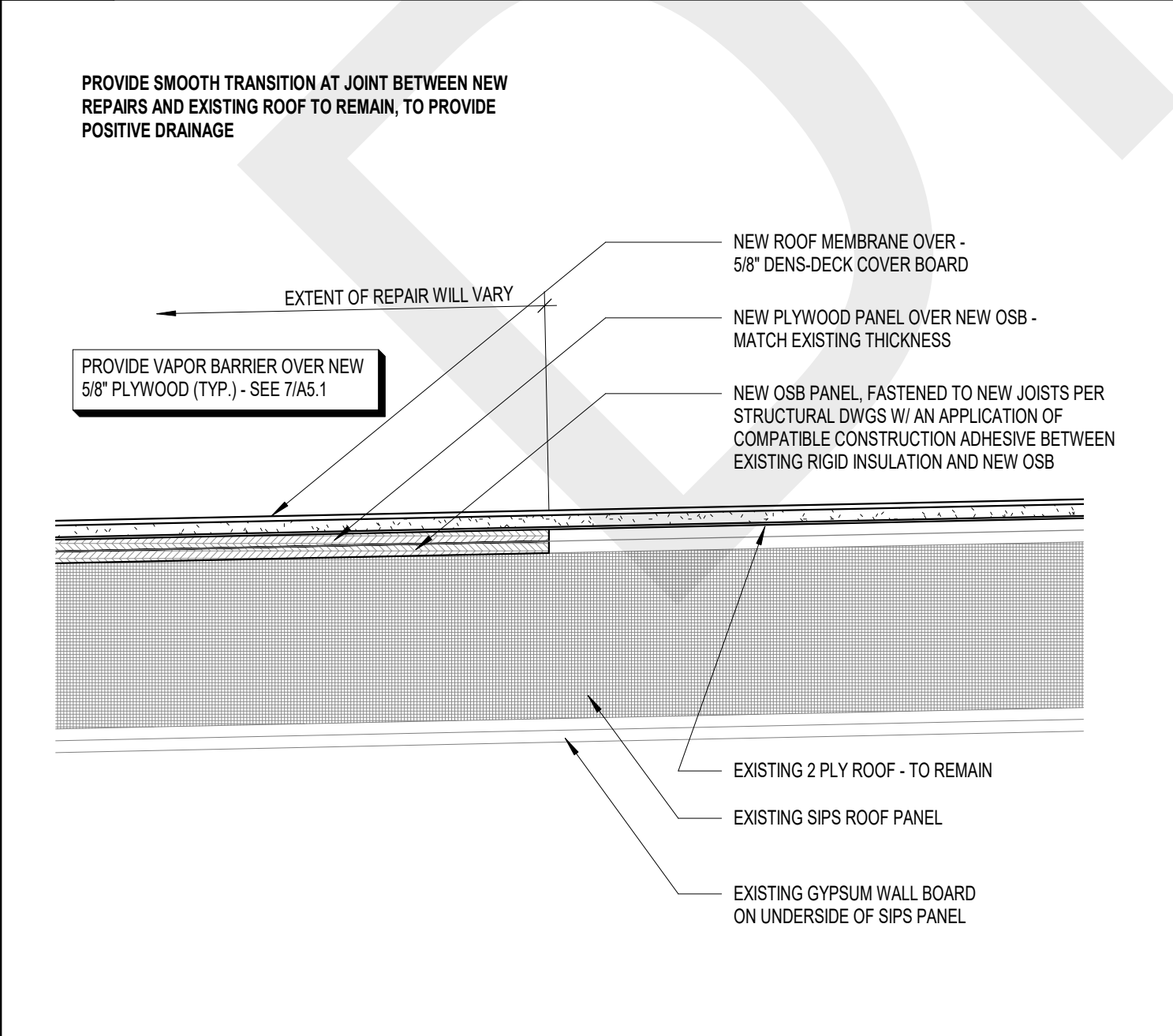
**5 ROOF DRAIN**  
A5.1 1 1/2" = 1'-0"



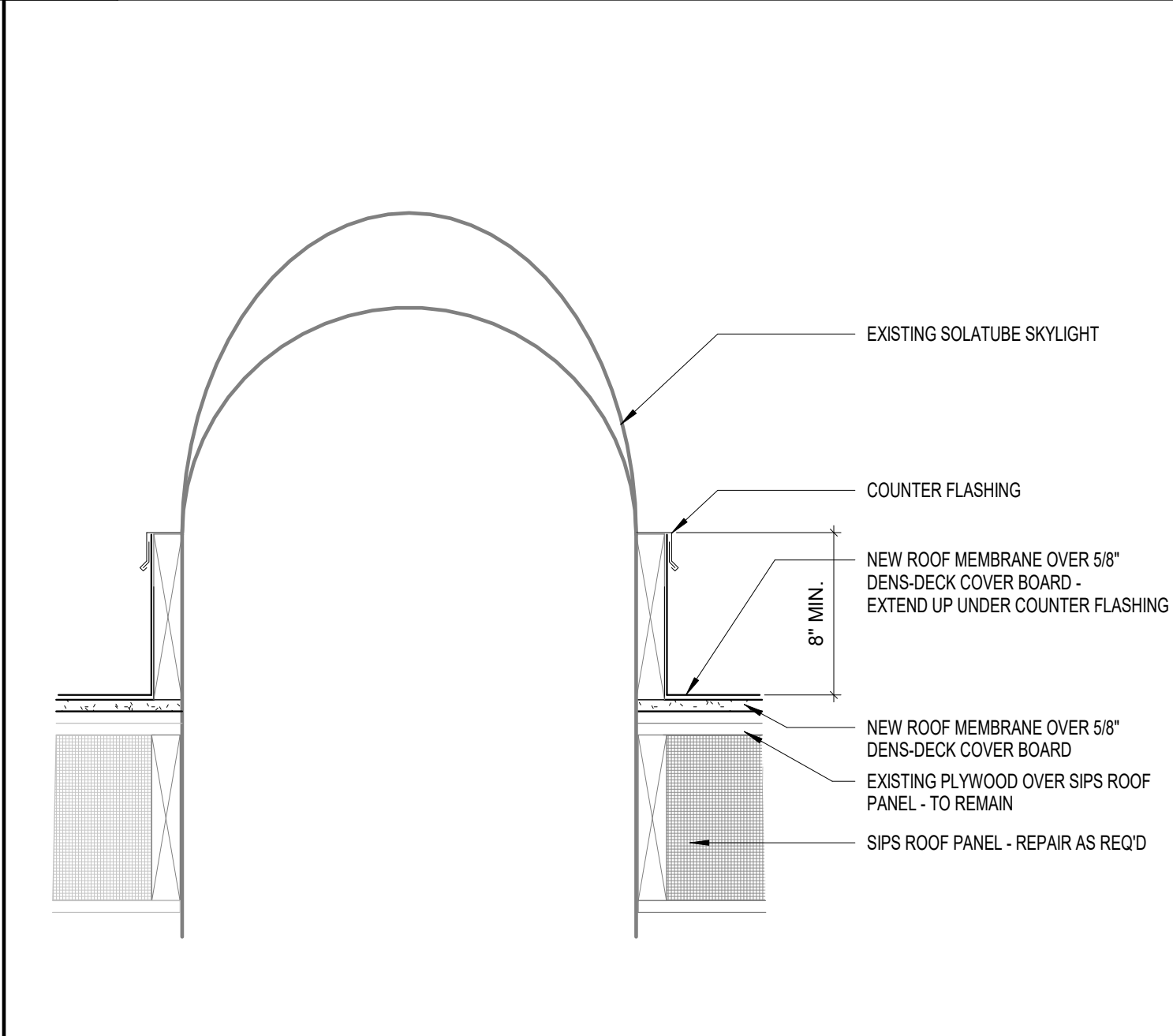
**2 PARAPET DETAIL**  
A5.1 1 1/2" = 1'-0"



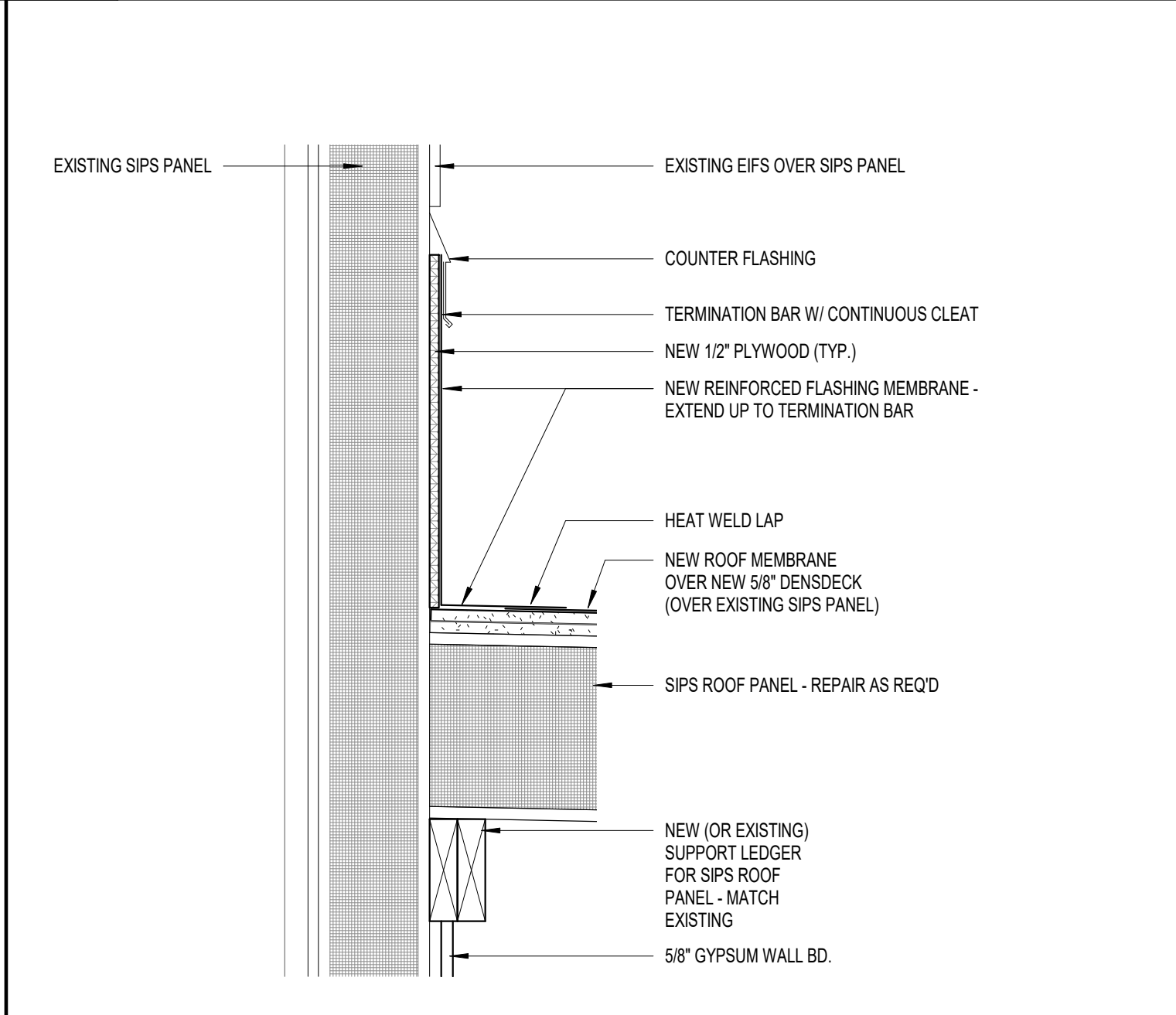
**12 LIGHTNING PROTECTION**  
A5.1 1 1/2" = 1'-0"



**9 SIPS ROOF REPAIR - TYP.**  
A5.1 1 1/2" = 1'-0"



**6 SOLATUBE DETAIL**  
A5.1 1 1/2" = 1'-0"



**3 WALL FLASHING DETAIL**  
A5.1 1 1/2" = 1'-0"



LEON COUNTY  
EASTSIDE LIBRARY

16730 Drawn By: jh2  
Project Code Checked By: DB

15 OCTOBER 2019  
Date

CONTRACT  
DOCUMENTS

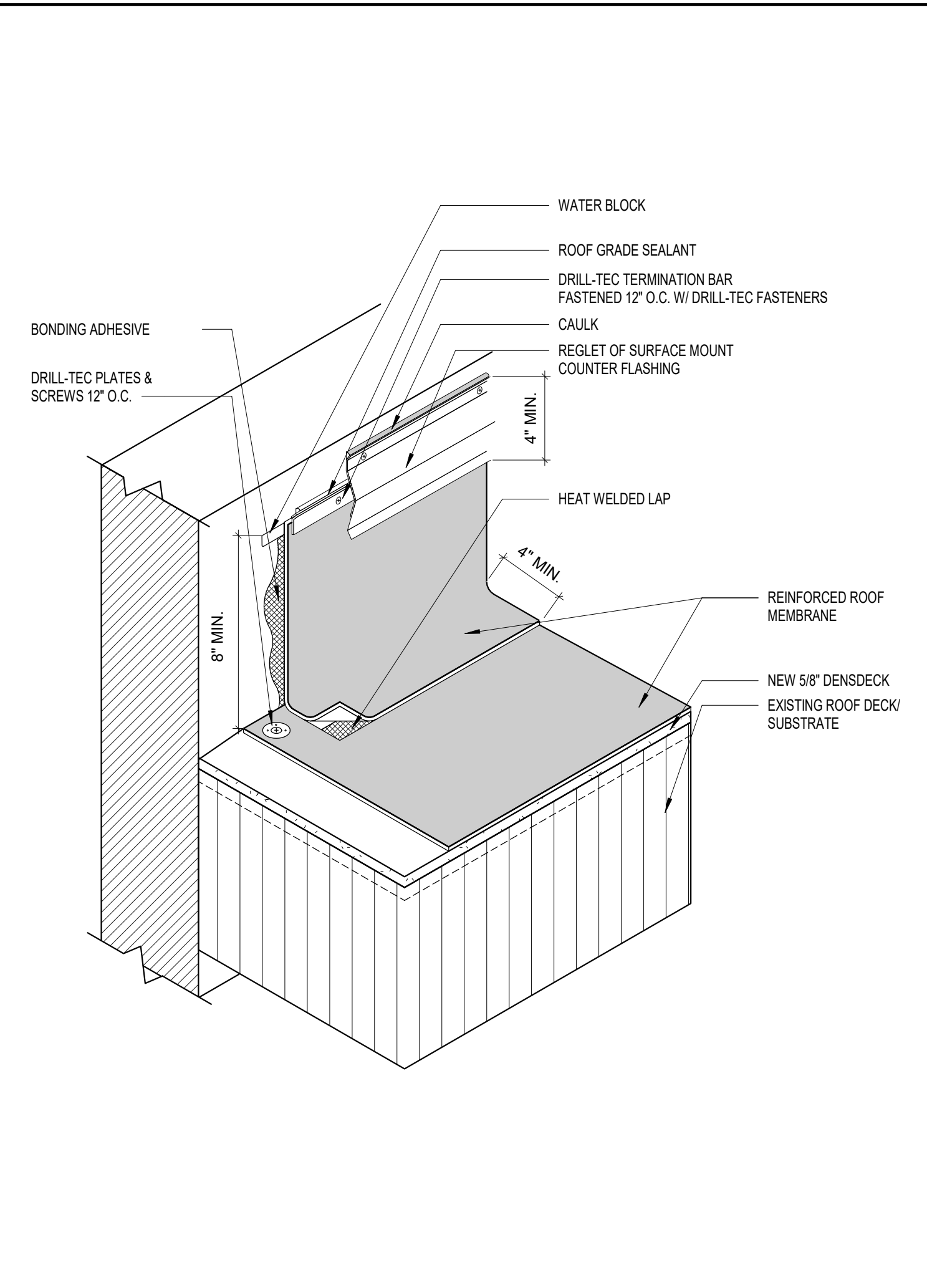
- Revisions
- ▲
  - ▲
  - ▲
  - ▲
  - ▲
  - ▲
  - ▲
  - ▲

BUILDING DETAILS

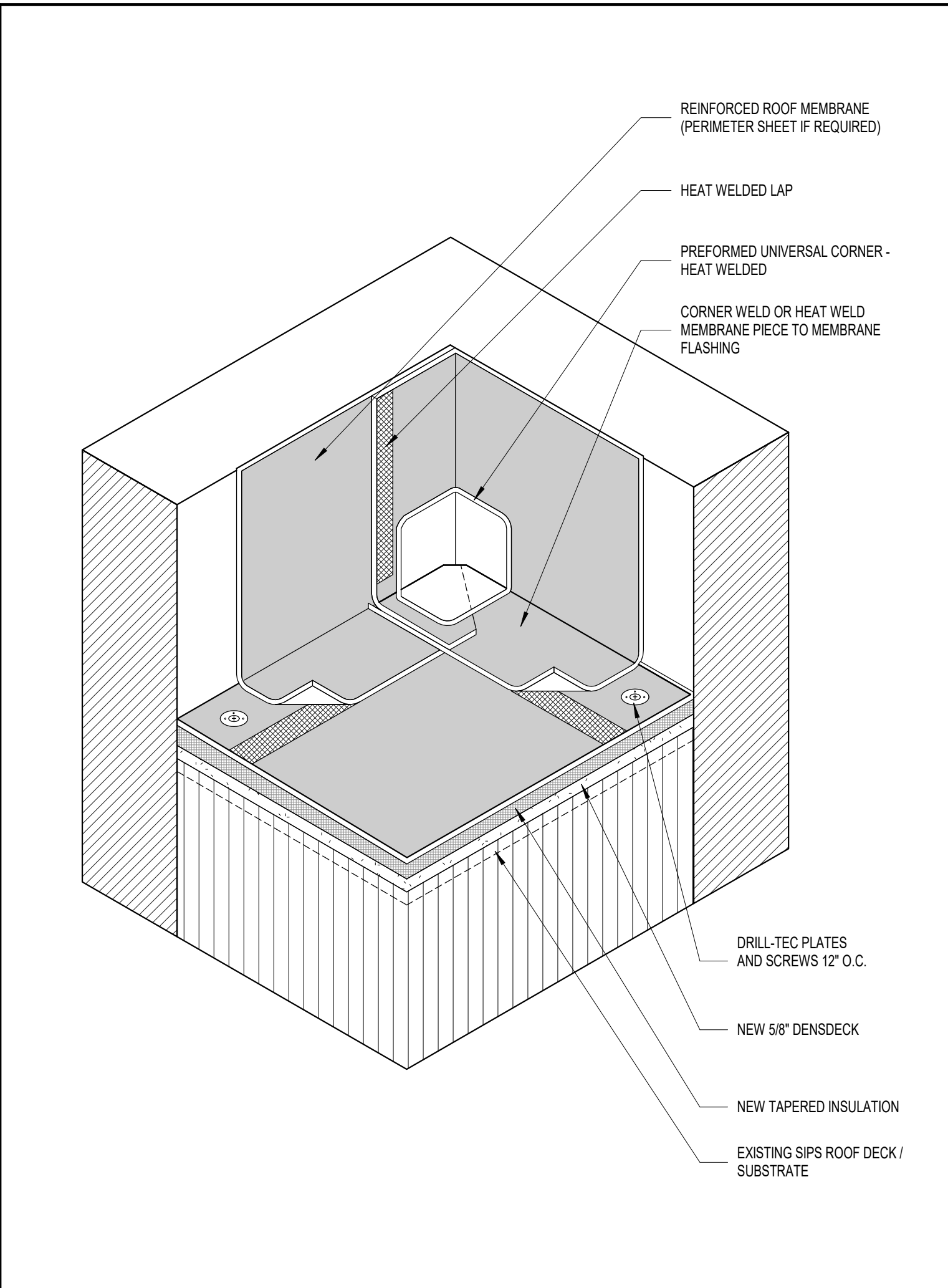
Tallahassee Florida

**A5.1**

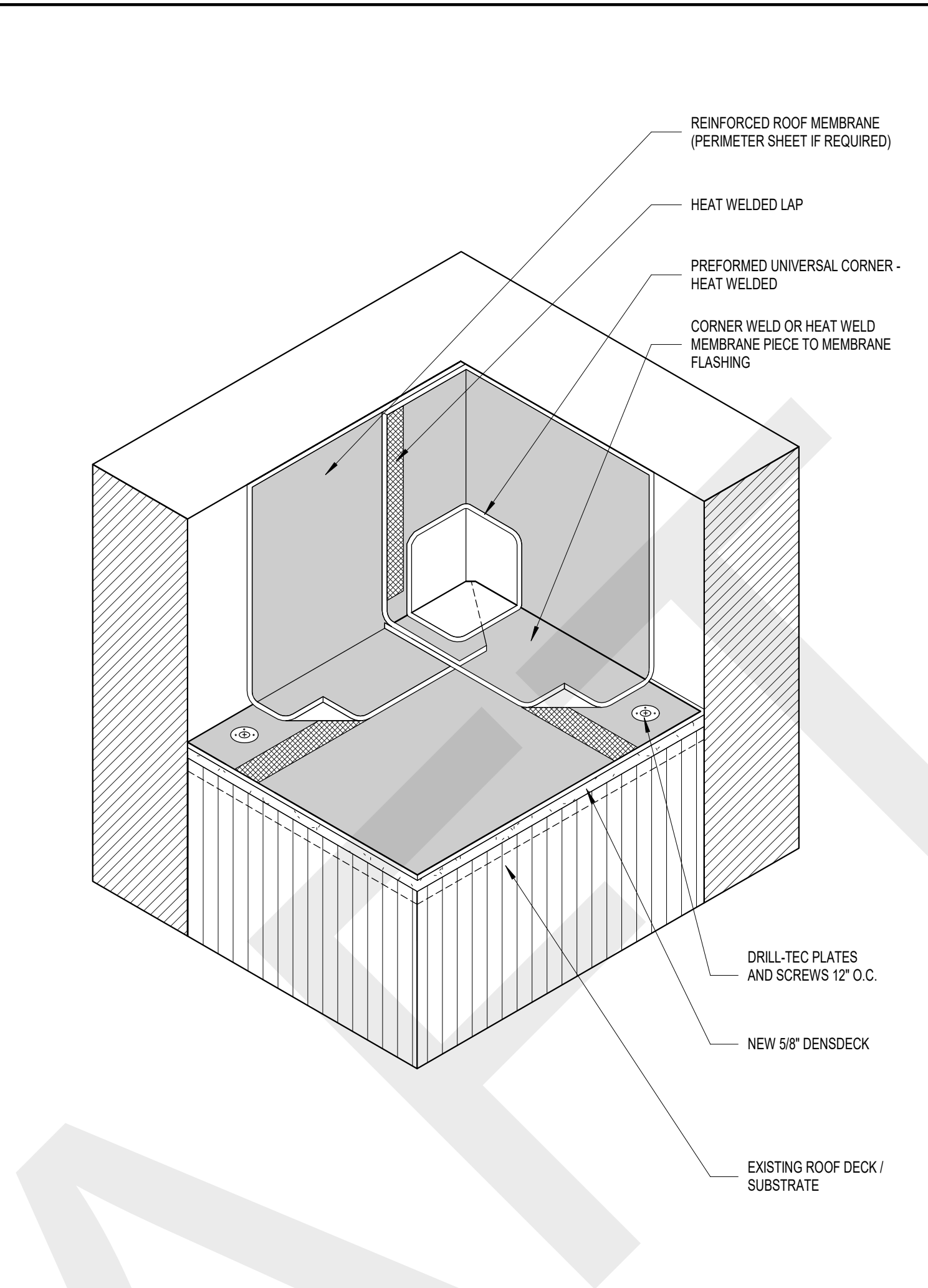
- NOTES
1. ROOF MEMBRANE BASIS OF DESIGN: TPO
  2. ROOF MEMBRANE ADD ALTERNATE: PVC
  3. ALL TAPERED INSULATION AT ROOF DRAINS SHALL PROVIDE 1/2" / 1'-0" SLOPE TO DRAIN



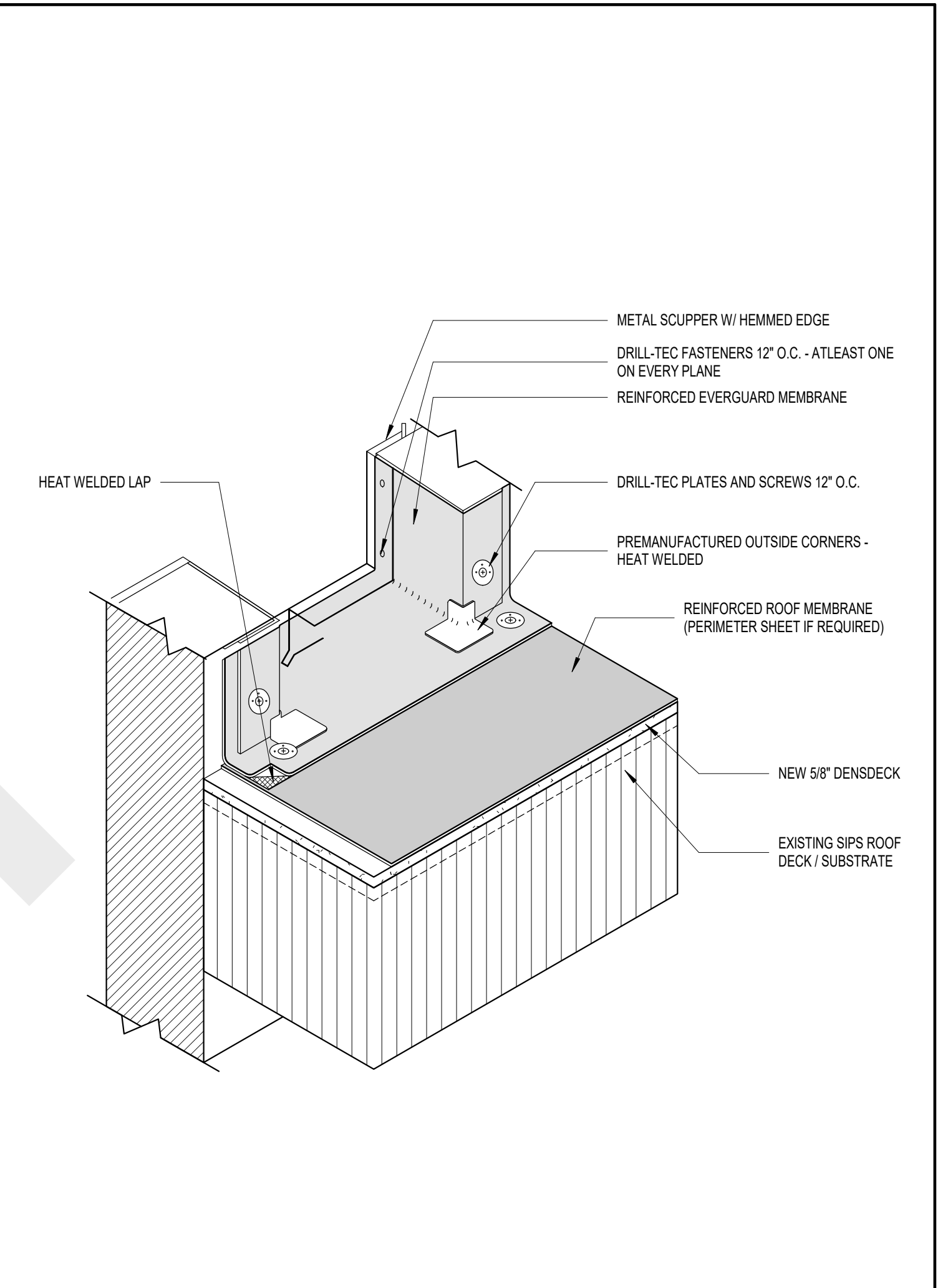
**7 WALL FLASHING DETAIL**  
A5.2 1 1/2" = 1'-0"



**5 INSIDE CORNER DETAIL**  
A5.2 1 1/2" = 1'-0" W/ RIGID INSULATION



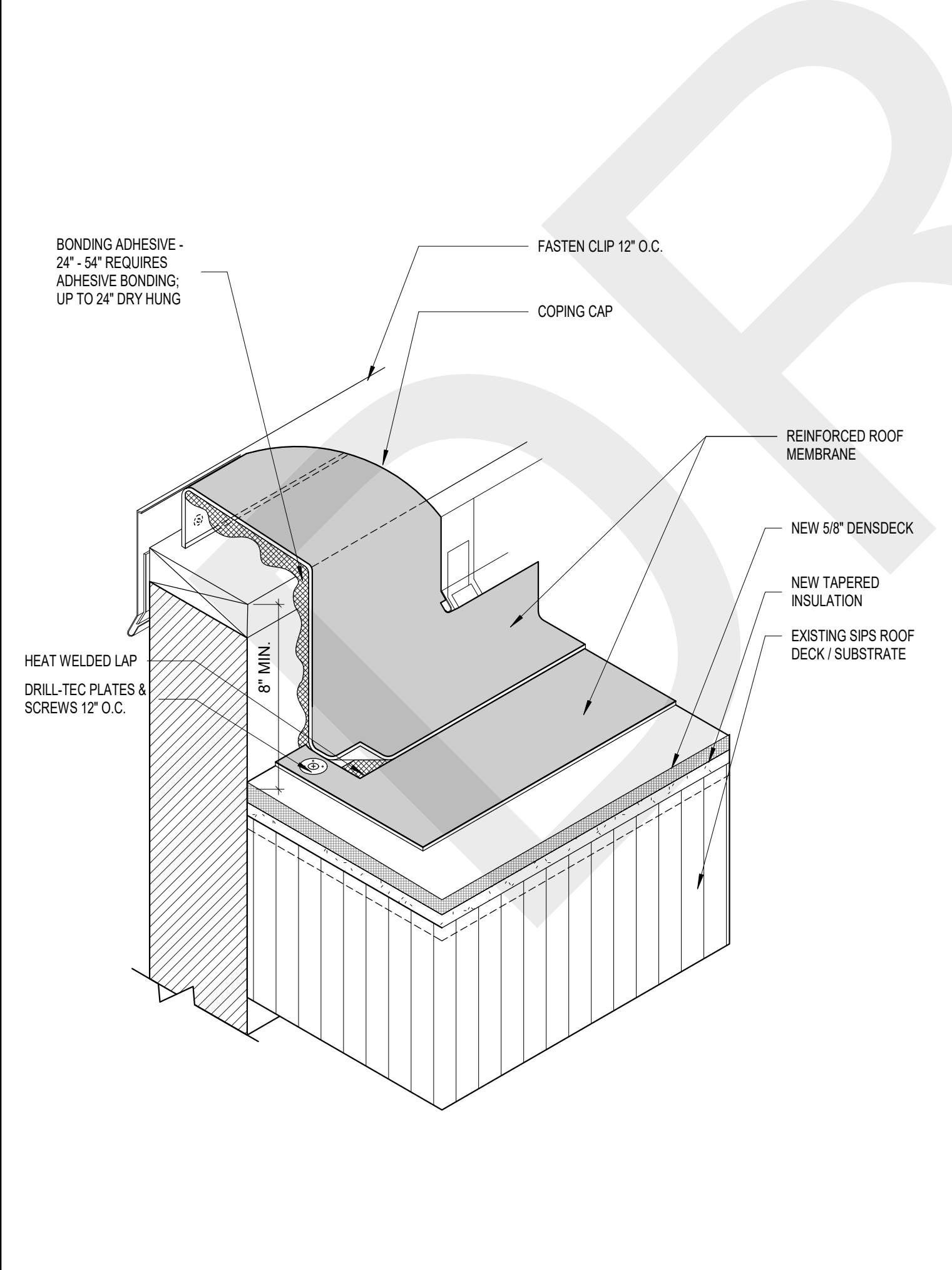
**3 INSIDE CORNER DETAIL**  
A5.2 1 1/2" = 1'-0" W/OUT RIGID INSULATION



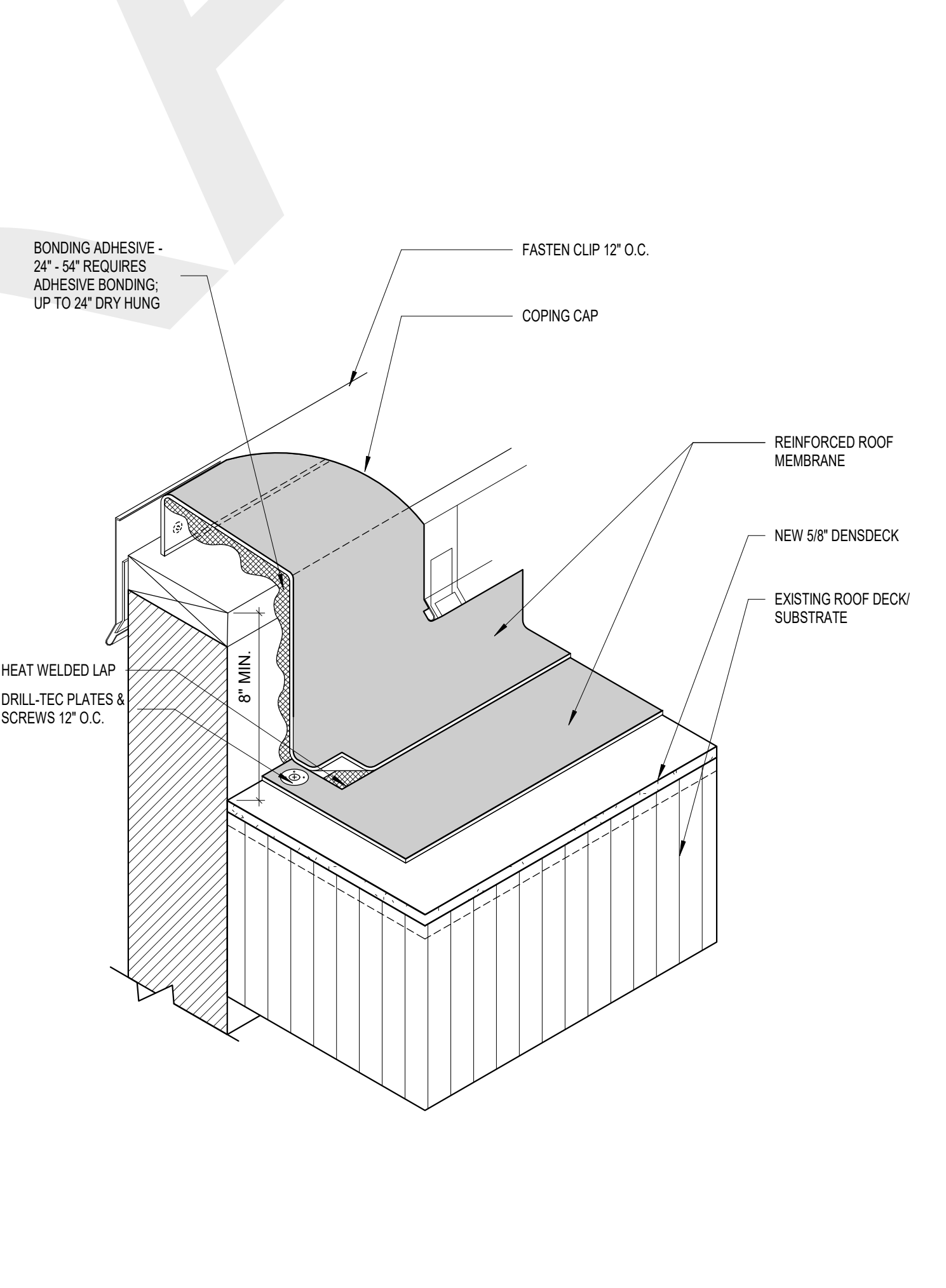
**1 SCUPPER OPEN TOP DETAIL**  
A5.2 1 1/2" = 1'-0"



**6 WALL CAP DETAIL**  
A5.2 1 1/2" = 1'-0" W/ RIGID INSULATION



**4 WALL CAP DETAIL**  
A5.2 1 1/2" = 1'-0" W/OUT RIGID INSULATION



**2 COATED METAL SCUPPER DETAIL**  
A5.2 1 1/2" = 1'-0"



LEON COUNTY  
EASTSIDE LIBRARY

16730 Drawn By: RR  
Project Code Checked By: DS

15 OCTOBER 2019  
Date

CONTRACT  
DOCUMENTS

Revisions


ROOF DETAILS

Tallahassee Florida

**A5.2**

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**

**Bid Number: BC-03-10-20-38**

**Opening Date: March 10, 2020**

**RESPONSE SHEET**

County, reserves the right to accept or reject any and/or all bids

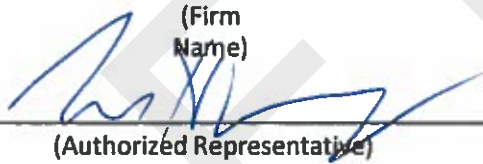
Shelly W. Kelley  
Purchasing Director

Bryan Desloge, Chairman  
Leon County Government

I, \_\_\_\_\_, \_\_\_\_\_  
represent \_\_\_\_\_ firm/individual by the undersigned authorized representative.

OliverSperry Renovation and Construction, Inc.

(Firm  
Name)



(Authorized Representative)

Todd Sperry

(Printed or Typed Name)

401 Office Plaza Drive

Tallahassee, FL 32301

tsperry@oliversperryrenovation.com

TELEPHONE

850-386-6383

FAX

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 2/19/2020  Initials

Addendum #2 dated \_\_\_\_\_ Initials

Addendum #3 dated \_\_\_\_\_ Initials

Base Bid: \$399,995.00



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Oliver Sperry Renovation and Construction, Inc.  
401 Office Plaza Drive, Ste A Tallahassee FL 32301

as Principal, hereinafter called the Principal, and Westfield Insurance Company  
3375-B Capital Circle, NE Tallahassee FL 32308

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Leon County Board of County Commissioners  
1800-3 N. Blairstone Rd. Tallahassee FL 32308

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for BC-03-10-20-38 Eastside Branch Library Wall and Roof Repairs

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 10th day of March, 2020

[Signature]  
(Witness)

Oliver Sperry Renovation and Construction, Inc.  
(Principal) (Seal)  
By: [Signature]  
(Title)

[Signature]  
(Witness)

Westfield Insurance Company  
(Surety) (Seal)  
By: [Signature]  
Attorney-in-Fact Benjamin R. Campbell (Title)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/05/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0997622 00

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **BENJAMIN R. CAMPBELL, WILLIAM R. VAN LANDINGHAM, JOINTLY OR SEVERALLY**

of TALLAHASSEE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 05th day of SEPTEMBER A.D., 2018 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 05th day of SEPTEMBER A.D., 2018 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*  
David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of March A.D., 2020 .



*Frank A. Carrino*  
Frank A. Carrino, Secretary

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 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: Oliver Sperry Renovation and Construction, Inc.

Signature:  Title: VP/CFO

STATE OF Florida  
COUNTY OF Leon

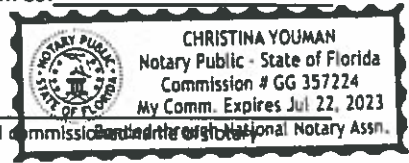
Sworn to and subscribed before me this 6th day of March, 2020.

Personally known X   
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_ Notary Public - State of Florida

\_\_\_\_\_  
(Type of identification)

My commission expires: 7/22/23



Printed, typed, or stamped commission and title of Notary Assn.

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.**

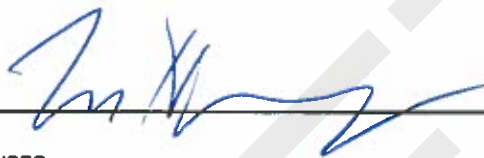
**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 2020**

---

**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: \_\_\_\_\_

VP/CFO

Firm: \_\_\_\_\_

OliverSperry Renovation and Construction, Inc.

Address: \_\_\_\_\_

401 Office Plaza Drive, Tallahassee, FL 32301

DRAFT

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 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

VP/CFO

Title

3-6-2020

Date

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 2020**

**CONTRACTOR'S BUSINESS INFORMATION**

COMPANY INFORMATION

Name: OliverSperry Renovation and Construction, Inc.	
Street Address: 401 Office Plaza Drive	
City, State, Zip: Tallahassee, FL 32301	
Taxpayer ID Number: 26-0610310	
Telephone: 850-386-6383	Fax:
Trade Style Name: Commercial Renovation	

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: 2007

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
Todd Sperry	CFO/VP	850-386-6383	tsperry@oliversperryrenovation.com
William Oliver	President	850-386-6383	boliver@oliversperryrenovation.com

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**

**Bid Number: BC-03-10-20-38**

**Opening Date: March 10, 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: Todd Sperry	
License Type: General Contractor	
License Number: CGC1515431	Expiration Date: 8/31/2020
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	McGriff Insurance Services
Contact's Name	Kristie Shaw
Telephone	850-205-7042
Fax	888-328-1326
Address	PO Box 14099, Tallahassee, FL 32317

**Surety Company 2**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**

**Bid Number: BC-03-10-20-38**

**Opening Date: March 10, 2020**

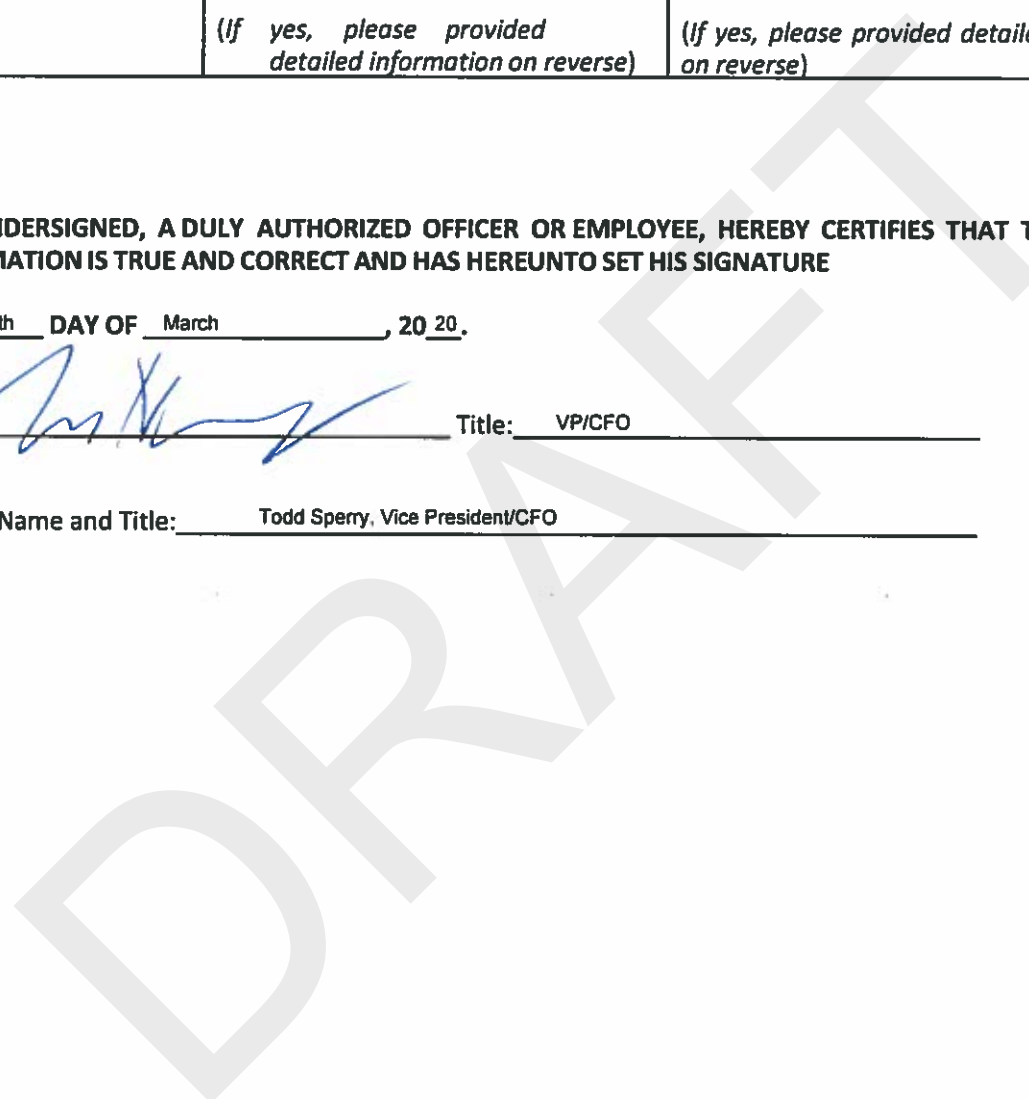
Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>(If yes, please provide detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet 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 8th DAY OF March, 2020.

By:  Title: VP/CFO

Printed Name and Title: Todd Sperry, Vice President/CFO





**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 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,

OliverSperry Renovation and Construction, Inc.

(Name of Corporation, Partnership, Individual, etc.)

a commercial renovation, formed under the laws of Florida  
(Type of Business) (State or Province)

of which he/she is Vice President/CFO  
(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.

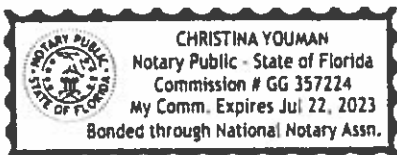
Todd Sperry  
AFFIANT'S NAME

Vice President/CFO  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 6th Day of March, 2020.

Personally Known  Or Produced Identification

Type of Identification



NOTARY PUBLIC  
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: 7/22/23



**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**

**Bid Number: BC-03-10-20-38**

**Opening Date: March 10, 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 Tina L Graham  
Typed or Printed

Signature Tina L Graham

Date 3/06/2020

Title Commercial Lines Account Manager  
(Company Risk Manager or Manager with Risk Authority)

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 2020**

**MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM**

Bidder: Oliver Sperry Renovation and Construction, Inc.

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 Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 2020**

---

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

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 2020**

---

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.

DRAFT

**Bid Title:** Invitation to Bid for Eastside Branch Library Wall and Roof Repairs  
**Bid Number:** BC-03-10-20-38  
**Opening Date:** March 10, 2020

**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) <sup>1</sup>	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
<b>Minority and Women Business Enterprise(s)</b>					
a. Link Floors	4626 Corlett St Tallahassee FL	850 574 5465	F	\$1131	Flooring
b.					
c.					
d.					
e.					
f.					
<b>Total Bid Amount \$399,995      Total MWBE Participation \$1,131      MBE Participation % 0</b> <b>WBE Participation % 1</b>					
<sup>1</sup> <b>Certification</b> Attach and submit a copy of each MBE and WBE certification with the bid. <sup>2</sup> <b>Ethnic Group</b> 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.					

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 2020**

**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. Metro Electrical	8502 4404 Blankston Tall. FL 32304	850 222 2804	\$ 40,650	Electrical
b. Logan Roofing	1517 Crawfordville Crawfordville FL 32327	850 574 7890	\$125,000	Roofing
c. Fleck Exteriors	2910 Kerry Forest Tall. FL 32309	850 508 5941	\$5,610	Stucco
d. Anderson Drywall	4877 Woodlone Tall. FL 32303	850 528 9197	\$25,407	Drywall
e. RC Painters	1925 Victor Burn Tall. FL 32303	850 443-8830	\$ 4,840	Painting
f. Great Southern Demolition	PO Box 5985 Tall. FL 32314	850 422-3304	\$10,000	Demolition
g. M+L Plumbing	PO Box 6447 Tall. FL 32314	850 575 9393	\$22,900	Plumbing
h.				
i.				

Please check the box if you will be Self-Performing.	<input type="checkbox"/>
--	--------------------------

\*By checking this box, I assert that I have all of the required licensing/certifications to perform this project.





# State of Florida

## Woman Business Certification

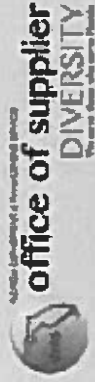
Link Floors, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

01/17/2019 to 01/17/2021

*Donna Williams*

Donna Williams, Executive Director  
Office of Supplier Diversity



## Christina Youman

---

**From:** Jake Oliver  
**Sent:** Thursday, March 12, 2020 12:12 PM  
**To:** Christina Youman  
**Subject:** FW: Leon County Eastside Branch Library - Invitation to Bid  
**Attachments:** BC-03-10-20-38-ADDENDUM\_1-02-19-2020.pdf

**From:** Jake Oliver  
**Sent:** Friday, February 21, 2020 2:53 PM  
**Subject:** RE: Leon County Eastside Branch Library - Invitation to Bid

Good afternoon all,

Please find attached Addendum 1 for the Library. Included is an extensive existing conditions report showing known extent of damage to roof.

Let me know if you have any questions.

As a reminder, all bids are due by Monday 3/9/20 by 12:00 PM.

Thanks,

*Jake Oliver*  
Project Engineer

**OliverSperry**  
RENOVATION

---

**From:** Jake Oliver  
**Sent:** Friday, February 14, 2020 11:30 AM  
**Subject:** Leon County Eastside Branch Library - Invitation to Bid

Good morning,

Please find in the Dropbox link below plans and specifications for the Leon County Eastside Branch Library roof repair.

Link: [https://www.dropbox.com/sh/tjp0i3h58jhd7re/AAAe1GTPPgPuSzsJLgELN\\_a?dl=0](https://www.dropbox.com/sh/tjp0i3h58jhd7re/AAAe1GTPPgPuSzsJLgELN_a?dl=0)

Site visits can be coordinated upon request. Send me an email and we can set something up.

**RFIs are due by next Tuesday 2/18/2020 at 2:00 PM.**

**Estimates are due by Monday 3/9/2020 at 12:00 PM.**

The architect has prepared a report on the extent of the damage to existing roof, which we be made available by the end of today. I will forward to all when the County provides.

Let me know if you have any questions.

Thanks,

*Jake Oliver*  
Project Engineer

**OliverSperry**  
RENOVATION

401 Office Plaza Drive Tallahassee, FL 32301  
P 850-386-6383 (x115) | M 850-933-4486 | F 850-325-1186  
[www.oliver-sperryrenovation.com](http://www.oliver-sperryrenovation.com)

DRAFT

## Christina Youman

---

**From:** Jake Oliver  
**Sent:** Thursday, March 12, 2020 12:12 PM  
**To:** Christina Youman  
**Subject:** FW: BID REMINDER - Leon County Eastside Library  
**Attachments:** BC-03-10-20-38-ADDENDUM\_1-02-19-2020.pdf

**From:** Jake Oliver  
**Sent:** Thursday, March 05, 2020 6:30 PM  
**Subject:** BID REMINDER - Leon County Eastside Library

### **BID REMINDER**

Bids due next Monday 3/9/20 by 12:00 PM.

Please call or email with any questions.

Thanks,

*Jake Oliver*  
Project Engineer

**OliverSperry**  
RENOVATION

---

**From:** Jake Oliver  
**Sent:** Friday, February 21, 2020 2:53 PM  
**Subject:** RE: Leon County Eastside Branch Library - Invitation to Bid

Good afternoon all,

Please find attached Addendum 1 for the Library. Included is an extensive existing conditions report showing known extent of damage to roof.

Let me know if you have any questions.

As a reminder, all bids are due by Monday 3/9/20 by 12:00 PM.

Thanks,

*Jake Oliver*  
Project Engineer

**OliverSperry**  
RENOVATION

**From:** Jake Oliver  
**Sent:** Friday, February 14, 2020 11:30 AM  
**Subject:** Leon County Eastside Branch Library - Invitation to Bid

Good morning,

Please find in the Dropbox link below plans and specifications for the Leon County Eastside Branch Library roof repair.

Link: [https://www.dropbox.com/sh/tjp0i3h58jhd7re/AAAe1GTPPgPuSzsJLgaELN\\_a?dl=0](https://www.dropbox.com/sh/tjp0i3h58jhd7re/AAAe1GTPPgPuSzsJLgaELN_a?dl=0)

Site visits can be coordinated upon request. Send me an email and we can set something up.

**RFIs are due by next Tuesday 2/18/2020 at 2:00 PM.**

**Estimates are due by Monday 3/9/2020 at 12:00 PM.**

The architect has prepared a report on the extent of the damage to existing roof, which we be made available by the end of today. I will forward to all when the County provides.

Let me know if you have any questions.

Thanks,

*Jake Oliver*  
Project Engineer

**OliverSperry**  
RENOVATION

401 Office Plaza Drive Tallahassee, FL 32301  
P 850-386-6383 (x115) | M 850-933-4486 | F 850-325-1186  
[www.oliversperryrenovation.com](http://www.oliversperryrenovation.com)

**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**  
**Bid Number: BC-03-10-20-38**  
**Opening Date: March 10, 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 

Vice President/CFO

Title

OliverSperry Renovation and Construction, Inc.

Contractor/Firm

401 Office Plaza Drive, Tallahassee, FL 32301

Address





**Bid Title: Invitation to Bid for Eastside Branch Library Wall and Roof Repairs**

**Bid Number: BC-03-10-20-38**

**Opening Date: March 10, 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

3/6/2020  
\_\_\_\_\_  
Date



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**SPERRY, TODD HUNTER**

OLIVER SPERRY RENOVATION AND CONSTRUCTION, INC.  
401 OFFICE PLAZA DRIVE  
TALLAHASSEE FL 32301

**LICENSE NUMBER: CGC1515431**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



POLICY NUMBER: GL100052948-00

COMMERCIAL GENERAL LIABILITY  
CGL 084 (10 13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

**Name of Additional Insured Persons or Organizations**

(As required by written contract or agreement per Paragraph A. below.)

--

**Locations of Covered Operations**

(As per the written contract or agreement, provided the location is within the "coverage territory".)

BLANKET

--

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. Section II – Who Is An Insured is amended to include as an additional insured:**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
  2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
  3. Will not be broader than that which is afforded to you under this policy; and
  4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

DRAFT

IL 00 17 11 98

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Bid Title: Eastside Branch Library Wall and Roof Repairs

Opening Date: Tuesday, March 12, 2020 at 2:00 PM

Item/Vendor	Lloyd Roofing	Burnette Constr.	Southland Rowl	Oliver Sperry
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	✓	✓	✓	✓
Base Bid	512,500	492,000	749,892	399,995
Bid Bond	✓	✓	✓	✓

RECEIVED  
2020 MAR 12 PM 2:01  
PURCHASING DIVISION  
LEON COUNTY

Old Alt 15,500 504,000 ? NC Not Provided

Tabulated By:

*[Handwritten Signature]*

MWSBE ✓

Addendum (2) ✓

*[Handwritten Signature]*  
✓  
✓

0) Addendum ✓





**Inter-Office Memorandum**

Date: March 16, 2020  
 To: Ken Cureton  
 Public Works/Engineering Services  
 From: Darryl Jones, Deputy Director  
 Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality  
 Subject: Eastside Branch Library Wall and Roof Repairs Project (BC-03-10-20-38)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of four bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Eastside Branch Library Wall and Roof Repairs project.

The submitted MWBE Participation Plans for each bidder are as follows:

**Oliver Sperry Renovation and Construction, Inc.** - did not meet the MWBE Aspirational Targets for Construction Subcontracting; *however a satisfactory Good Faith Effort Form and supporting documentation were provided. Painting subcontractors were also contacted. If Oliver Sperry Renovation and Construction, Inc. is selected, staff is recommending that Oliver Sperry Renovation and Construction, Inc. continue its Good Faith Efforts to increase their MWBE participation.* The WBE firm listed below is the firm **Oliver Sperry Renovation and Construction, Inc.**, intends to utilize on this project. The MWSBE Division recommends that Oliver Sperry Renovation and Construction, Inc., be deemed responsive.

Total Bid Amount		\$399,995			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Link Floors	Non-Minority Female	Tallahassee-Leon County OEV	Flooring	\$1,131	.3%
<b>Total MWBE Dollars</b>					\$1,131
<b>Total MWBE Utilization Percentage</b>					.3%

**Burnette Construction and Development** - did not meet the MWBE Aspirational Targets for Construction Subcontracting; *however a satisfactory Good Faith Effort Form and supporting documentation were provided. Burnette contacted certified MWBE in roofing, landscaping, drywall and painting. If Burnette Construction and Development Inc. is selected, staff is recommending that Burnette Construction and Development continue its Good Faith Efforts to increase their MWBE participation. Burnette Construction and Development Inc., did not list any firms for utilization on this project.* The MWSBE Division recommends that Burnette Construction and Development be deemed responsive.

<b>Total Bid Amount</b>	<b>\$504,000</b>				
<b>Name of MWBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods &amp; Services</b>	<b>MWBE Dollars</b>	<b>MWBE Utilization Percentage</b>
None	N/A	N/A	N/A	None	None
<b>Total MWBE Dollars</b>					
					None
<b>Total MWBE Utilization Percentage</b>					
					None

**Lloyd Roofing and Construction, Inc.** did not meet the MWBE Aspirational Targets for Construction Subcontracting; and the Good Faith Effort Form was not completed nor supporting documentation provided. *If Lloyd Roofing and Construction, Inc. is selected, staff is recommending that Lloyd Roofing and Construction, Inc., continue its Good Faith Efforts to increase their MWBE participation.* Lloyd Roofing and Construction, Inc., did not list any firms for utilization on this project on this project. The MWSBE Division recommends that Lloyd Roofing and Construction, Inc., be deemed non-responsive.

<b>Total Bid Amount</b>	<b>\$528,000</b>				
<b>Name of MWBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods &amp; Services</b>	<b>MWBE Dollars</b>	<b>MWBE Utilization Percentage</b>
None	N/A	N/A	N/A	None	None
<b>Total MWBE Dollars</b>					
					None
<b>Total MWBE Utilization Percentage</b>					
					None

**Southland Contracting, Inc.** - did not meet the MWBE Aspirational Targets for Construction Subcontracting; and the Good Faith Effort Form was not completed nor supporting documentation provided. *If Southland Contracting, Inc. is selected, staff is recommending that Southland Contracting, Inc., continue its Good Faith Efforts to increase their MWBE participation.* The MWBE firms listed below are the firms **Southland Contracting, Inc.** intends to utilize on this project. The MWSBE Division recommends that Southland Contracting, Inc., be deemed non-responsive.

<b>Total Bid Amount</b>		<b>\$749,892</b>			
<b>Name of MWBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods &amp; Services</b>	<b>MWBE Dollars</b>	<b>MWBE Utilization Percentage</b>
Link Floors	Non-Minority Female	Tallahassee-Leon County OEV	Flooring	\$1,131	.2%
Final Touch Services	African American Male	Tallahassee-Leon County OEV	Painting	\$2,000	.3%
<b>Total MWBE Dollars</b>					<b>\$3,131</b>
<b>Total MWBE Utilization Percentage</b>					<b>.42%</b>