

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and ADVON CORPORATION, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County Envelope Repairs to the Sheriff's Administration Building in accordance with: 1) Leon County Sheriff's Office - Envelope Repairs, Bid# BC-12-18-14-14 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, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

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.

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.

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 and fifty (150) consecutive calendar days of the Notice to Proceed. 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, but as liquidated damages, the sum of \$250.00.

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 according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services.

6. PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Jeff Williams
Street Address: 1907 S. Monroe St
City, State, Zip Code Tallahassee, FL 32301
Telephone: 850-606-5000
E-mail: Williamsje@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code
Telephone:
E-mail:

C. 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.

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 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 (deleting employee and contractual exclusions), 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 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.

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 pay for all necessary permits as required by law not specifically outlined by Leon County.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county 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 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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

20. 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.

21. VENUE

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

22. CONSTRUCTION

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

23. 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.

ATTACHMENTS

Exhibit A - Solicitation Document
Exhibit B - Vendor Response
Exhibit C - Tab Sheet

The remainder of this page intentionally left blank.

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

ATTEST:
Bob Inzer, Clerk of the Circuit Court & Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esquire
County Attorney

ADVON CORPORATION

By: _____
President or designee

Title: _____

Date: _____

DRAFT

Bid Title: Leon County Sheriff's Office – Envelope Repairs
Bid No: BC-12-18-14-14
Opening Date: December 18, 2014 at 2:00 PM
Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308

I. INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

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. _____
Board of County Commissioners
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.
4. The bid opening shall be public on the date and time specified on the bid. 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.
5. Bidders are expected to examine the specifications, delivery schedule, 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.
6. 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 County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

PURPOSE:

Leon County is seeking the services of a qualified vendor to perform water intrusion damage and envelope repairs to the Leon County Sheriff's Administration building, 2825 Municipal Way, Tallahassee, Florida. All work performed shall be in accordance with plans and specifications developed by Architects: Lewis + Whitlock, dated July 7, 2014.

This project consists of demolition, mold mitigation, 114 window replacements, 1 door replacement, and finish work to present a complete and finished product ready for owner occupancy when complete or in phase sections as agreed upon during the pre-construction meeting.

There will be limited use of project site for construction and owner shall occupy the building during the entire phase of construction except those areas under immediate construction.

Background checks will be performed on all contracted personnel that must enter the premises.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon 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 addresses follow:

Addenda: <http://www.leoncountyfl.gov/procurementconnect/>

Public Meetings: <http://www.leoncountyfl.gov/procurementconnect/>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
November 17, 2014	Release of the ITB
December 3, 2014 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Sheriff's Administrative Office, 2825 Municipal Way, Tallahassee, FL
Not later than: December 8, 2014 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than: December 18, 2014 at 2:00 p.m.	BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE: 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 Title: Leon County Sheriff's Office – Envelope Repairs
Bid No: BC-12-18-14-14
Opening Date: December 18, 2014 at 2:00 PM

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail kelleys@leoncountyfl.gov and tobind@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 seven days prior to the date for receipt of bids, 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.

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 a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. 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.

PROHIBITED COMMUNICATIONS

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

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

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

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

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

Bid Title: Leon County Sheriff's Office – Envelope Repairs
Bid No: BC-12-18-14-14
Opening Date: December 18, 2014 at 2:00 PM

REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon 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 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.

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.

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 be considered. 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.

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.

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 Leon 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.

Bid Title: Leon County Sheriff's Office – Envelope Repairs
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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.

PLANHOLDERS

As a convenience to bidders, Leon 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 to the right of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers 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.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

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 under utilization.
 - c. Provide increased levels of information and assistance available to MBE's and WBEs.
 - 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 Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Shanea Wilks, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

Respondent **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 respondents, 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 respondents 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/WBEs 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/WBEs referred to the respondent 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 Vendors as applicable to

- 4) American Indians, Alaskan Natives 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 through 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/proposal as non-responsive.

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

1. 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:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as 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.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:

- a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
 - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
3. Local business definition. 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 the County, 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.
3. 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.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. 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 (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. 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.

2. 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.

3. Other Insurance Provisions- The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- 1. 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.
- 2. 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.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. 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.

- 4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- 5. 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

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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.*

6. 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.

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. The Leon County Board of County Commissioners 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

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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.

II. 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

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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 _____, 2013.

(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 and fifty (150) consecutive calendar days of the Notice to Proceed. 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 \$250.00.

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.

PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

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.

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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.

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

The 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.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

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.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

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, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. 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.
6. 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

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Board's purchasing activity.

7. Other reasons deemed appropriate by the Board of County Commissioners.

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
- _____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- _____ Identical Tie Bid Statement
- _____ Insurance Certification Form
- _____ Contractor's Business Information Form
- _____ Non Collusion Affidavit
- _____ Certification/Debarment Form
- _____ Applicable Licenses/Registrations

DRAFT

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

Kristen Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY _____
(Firm Name)

BY _____
(Authorized Representative)

BY _____
(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 TOTAL: _____

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

Kristen Dozier
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	<u>Advon Corporation</u>
	(Firm Name)
BY	
	(Authorized Representative)
	<u>Bill Graham</u>
	(Printed or Typed Name)
ADDRESS	<u>1300 Timberlane Road</u>
	<u>Tallahassee, FL 32312</u>
EMAIL ADDRESS	<u>estimating@advonconstruction.com</u>
TELEPHONE	<u>850-727-7626</u>
FAX	<u>850-807-2529</u>

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 09 DEC 2014 Initials BG

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

\$ 312,940
~~\$ 292,940~~ WAG
BASE BID TOTAL: _____

UNIT PRICE FFIS: \$ 20⁰⁰/SF

**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: Advon Corporation

Signature: [Handwritten Signature] Title: President

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 18th day of December, 2014.

Personally known Bill Graham [Handwritten Signature]
NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of Florida

Personally Known My commission expires: May 5, 2018
(Type of identification)



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.**

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: Advon Corporation

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent 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 respondent 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 respondent 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 Respondents 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

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. This criteria is 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 respondent'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 actions you have done as "Good Faith" and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal 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 MWBEs referred to the respondent 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 Vendors 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 or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- 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/RFP 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/RFP deadline, regarding problems the with respondent 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.

Please refer to attached spreadsheet for documentation of all activities regarding the

Good Faith Efforts made for this bid.

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 through 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.
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/proposal as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

SECTION 3 - RESPONDENT'S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization						
Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide	
Minority and Women Business Enterprise(s)						
a. MARCO'S MASONRY	TALLAHASSEE	519.7007	H	\$ 24,675	DEMOLITION	
b. A.T. HOMB CONTRACTORS	TALLAHASSEE	386.4008	F	\$ 7,700	CITY BOARD ASSEMBLIES	
c.						
d.						
e.						
f.						
Total Bid Amount \$ 312,940		Total MWBE Participation \$ 32,375		MBE Participation % 0% WBE Participation % 0% (MBE or WBE Participation \$ Total Bid \$)		

¹ Certification Attach and submit a copy of each MBE and WBE certification with the proposal.
² Ethnic Group 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.

SECTION 4 - NON-MWBE SUBCONTRACTORS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization					
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide	
a. FUECK	TALUANA S S E E	671.2230	\$ 27,200	EPIS	
b. POINTE GAUSS	TALUANA S S E E	980.1379	\$ 119,904	GLASS	
c. UNIVERSAL	TALUANA S S E E	745.8791	\$ 53,050	PANTRY	
d.					
e.					
f.					
g.					
h.					
i.					

ADVON CORPORATION-Bid Title: Leon County Sheriff's Office Envelope Repairs

Table of Contents - SECTION 2 - GOOD FAITH EFFORT

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 B or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied

- ***Please see attached invitation to bid that was emailed on 12/08/14.***
- ***Please see attached Addendum Notification that was emailed on 12/12/14.***

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 Vendors as applicable to the aspirational Target.

- ***Please see attached spreadsheet that includes the day the MWBE's were emailed the invitation to bid and the day a follow-up call was made.***

C. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.

- ***Please see attached spreadsheet that includes the days and methods the Leon County MWBE office was contacted.***

D. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.

- ***Please see attached spreadsheet that includes the day the MWBE's were emailed the invitation to bid and the day a follow-up call was made.***

E. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.

- ***Please see attached spreadsheet that includes the day the MWBE's were called.***

F. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.

- ***Please see attached invitation to Bid that provided a link with a username and password where the MWBE's could access project information which included specifications, drawings and other Bid/RFP related items.***

G. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.

- ***Please see attached spreadsheet that includes the days and methods the Leon County MWBE office was contacted.***

H. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

- ***See attached spreadsheet documenting additional efforts to meet the aspirational targets.***

ADVON CORPORATION

Bid Title: Sheriff's Office Envelope Repairs

MWBE Good Faith Documentation

Company Name	First	Last	Phone	Fax	Email	MBE Type	Initial Contact	Follow up	Sending Date	Received Date
Minority, Women & Small Business Enterprises Division	Sherna	Wilks	850-606-1690	850-606-1661	WILKSR@LEONCOUNTYFL.GOV		12/15/14: Called Division (telephone 850-606-1650) spoke with Larmond. Asked for a current MWBE list for the City/County in order to maintain participation from MWBE Subcontractors in Telephone for the Sheriff's Office Envelope Repairs. Larmond said he would email a list to shernaw@advonconstruction.com tomorrow (12/15); however, he called back after the same day and explained how to pull the information directly from the website.	12/15/14: Called Ms. Wilks to convey concerns about getting enough bids to meet aspirational goals.	NA	NA
911 Direct Holdings, LLC	Robert	Pough	850-386-3002	850-386-3190	rpough@911direct.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes, demolition, aluminum, medium painting	Yes	NO
A-Minority Construction, LLC	James W.	Green	850-519-8050	850-576-3085	aminorityconstructionllc@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes, requested the invitation be resent by email and fax. 12/15/14. Resent email to amcxtr@gmail.com and fax 850-385-6817		NO
A.T. Home Contractors, Inc.	Alison	Denny	850-386-4008	850-386-5008	info@althometalshassee.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.	Yes	Yes
Abbey Concrete, Inc.	Maxine A.	Whinnett	850-321-9663	850-212-7430	abbeyconcrete@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Accent Office Interiors, Inc.	Mary D.	Wigus	850-386-5201	850-386-1615	md@accentoffice.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid.	NO	NO
All Pro Asphalt & Consinction	Jessie	Davis	850-241-2876	305-721-1550	asphaltallpro@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Possibly bid the demolition.		NO
Arnold's Roofing Enterprises, Inc.	Terry B.	Arnold	850-942-9042	850-942-7247	tba3205@earthlink.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Banneman Landscape, LLC	Linda	Hunkler	850-668-1189	850-668-0768	info@bannemanlandscape.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Big Bend Rebar, Inc.	Patricia Bates	Trotta	850-875-8000	850-875-8003	info@bigbendrebar.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
BKJ, Inc.	Bonnie	Johnson	850-524-3701	850-385-4826	bjohnson@bkj-archbuild.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will not be bidding the company is booked up.	NO	NO
Blue Chip Construction Company	William R.	Muldrow	850-933-7271	850-906-0539	william_muldrow@hotmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They might bid requested the invitation be resent. 12/15/14: Resent via email.		NO
Blue Sky Landscaping and Design	Travis X.	Mitchell	850-228-3556		blueskyd1@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.	NO	NO
Bowman Promotional Specialties	Kristine	Bowman	850-906-0811	850-906-0812	info@bowmanpromo.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.	NO	NO
Black Mason Industries, Inc.	Josephine	Cannella-Krehl	850-653-6926		brckmasonindustries@gmail.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
C. B. Construction, Inc.	Chad	Banks	850-566-0941	850-385-2749	cbbanks4@earthlink.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They might bid		NO

Company Name	First	Last	Phone	Fax	Email	MBE Type	Initial Contact	Follow up	Submitting Quote	Received Quote
Calvin Robinson Repair, Inc.	Calvin	Robinson	850-544-0323	850-827-3232	robinson_repair@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes, bidding the painting requested in the invitation be resent. 12/15/14: Respond via email.	Yes	NO
Capital City Contracting, LLC	Mario	Moore	850-907-1220	850-421-2503	capacitycontracting@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Carlton McWhite, LLC	Carlton	McWhite	850-566-9166		mcwhitecarlton@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail. 12/11/14: Called back to say plan on bidding demolition and painting.	Yes	NO
Clear View Coatings	Claudine	Vieux	850-273-1823		viewcoatings@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Competitive Electric, Inc.	John	Austin	850-508-0942	850-599-3938	john.austin@tamu.edu	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid.	NO	NO
Concrete Services Unlimited, Inc.	Calvin	Singleton, Jr.	850-514-5380	850-514-5381	cf@concrete-services-unlimited.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Council Contracting, Inc.	Winnifred P.	Council	850-878-7159	850-942-5327	councilct@aol.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will not be bidding this project.	NO	NO
CSI Contracting, Inc.	Sabrina	McMillan	850-875-1471	850-827-9673	sm@csi-contracting.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will not be bidding this project.	NO	NO
Data Set Ready, Inc.	Garry D.	Simmons	850-668-3282	850-539-0010	garry@dataseready.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Would bid if there was electrical work but there is not any electrical scope for this project.	NO	NO
DeLacy Farm Sod, Inc.	Lynda	Pickles	850-539-5008	850-539-0127	delacyfarm@yaho.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Dupont Trucking, Inc.	Nathaniel	Dupont	850-251-4270	850-875-9583	jenymbd@msn.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Eddie Nathan Painting, Inc.	Eddie	Nathan	850-264-5668	850-562-9627	eodienathan@comcast.net	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Might bid painting.	NO	NO
Emerc Engineering			850-264-4940		myemcheng@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid.	NO	NO
Empire Construction & Fencing, LLC	Shelia	Highlower	850-897-2652	850-997-3515	empireconstructionfence@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Environmental & Geotechnical Specialists, Inc.	Judith	Hayden	850-386-1233	850-385-8050	judy.hayden@eps-us.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No, they do work during the design phase only.	NO	NO
Final Touch Services, LLC	Antonio	Richardson	850-212-9770	850-692-3885	itsac@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will far reply later today to let Advon know if they will bid. 12/16/14: Did not get a reply so called to follow up. They will not be bidding company has other work that conflicts.	NO	NO
Fitzgerald Collaborative Group, LLC	Darnett	Fitzgerald	214-368-1201	214-593-3994	darnett@fc-groupinc.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Florida Developers, Inc.	Frank	Williams	850-224-6002	850-222-8010	frank@fldevelopers.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Florida Environmental & Land Services, Inc.	Elva	Peppers	850-385-6256	850-385-8355	evapeppers@felsi.org	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid.	NO	NO
Florida Transportation Engineering, Inc.	Ravi	Devaguptapu	813-989-0729	813-989-0731	ravi@ftrinc.net	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Fred Smith Masonry	Fred	Smith	850-877-2725	850-877-0749		MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Gaines and Sons Striping, Inc.	Willie J.	Gaines	850-893-4084	850-668-7798	gainesandsons@hotmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO

Company Name	First	Last	Phone	Fax	Email	State Type	Initial Contact	Follow up	Sending Quote	Received Quote
H & S Services of N. FL, Inc.	Reginald G.	Hall	850-544-0034	850-383-9881	miracleys@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid - Only does landscaping.	NO	NO
Hale Contracting, Inc.	Christi	Hale	850-575-2508	850-575-0838	c.hale@halecontracting.net	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid - Only does site work.	NO	NO
Hayes E-Government Resources, Inc.	Karen	Martimoff	850-297-0551	850-297-0644	cwilliams@hcs.net	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Company does traffic engineering and surveying - No scope to bid for this project.	NO	NO
HSA Consulting Group, Inc.	Gay H.	Smith	850-309-7510		cwesh@hsa.cc	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Company does traffic engineering and surveying - No scope to bid for this project.	NO	NO
Hunter General Contractors, LLC	Brian	Hunter		407-350-3328	bhunter@huntercontractors.net	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes, requested the invitation be resent by email. 12/15/14: Resent invitation via email.	YES	NO
Hydra Engineering & Construction, LLC	Leslie	Hope	850-926-2593	850-926-9257	leslie@hydrac.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Might bid some of the work requested invitation be resent. 12/15/14: Resent invitation via email.	NO	NO
Ideal Steel Erection	Kenyon	Blinson	850-284-5312		idealsteelerection@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Company does concrete reinforcement - No work to bid.	NO	NO
Ingram Signalization, Inc.	Traci	Ingram Gay	850-433-8266	850-434-2816	gji@ingramcorp.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Wrong number.	NO	NO
Ironwood Construction Company, Inc.	Joseph (Polo)	Lacayo	850-539-8888	850-539-6413	placayo@ironwoodconstruction.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.	NO	NO
J. R. L. Contracting, LLC	Shannon	Abbott	850-509-5241		contractingjr@gmail.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Company is no longer in business.	NO	NO
J.L. Wilson & Son Painting, LLC	Jimmie L.	Wilson	850-575-3535	850-575-3448	jimmw@cs.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They had problem seeing the specifications, requested the documents be resent. 12/15/14: Resent invitation via email.	YES	NO
JACKSON-COOK, LC	Nancy	Williams	850-576-4187	850-575-0791	nwilliams232@comcast.net	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will bid some of the work. Requested the invite be sent again. 12/15/14: Resent invitation via email.	NO	NO
JD James, Inc. d/b/a Nature Bridges	April	James	850-997-8585	850-385-3493	april@naturebridges.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Might bid some of the work and requested invitation be sent to another email address (jim@naturebridges.com). 12/15/14: Resent invitation to new email.	NO	NO
Jeff's Concrete Enterprises, Inc.	Leonard P.	Jefferson	850-575-8268	850-574-0410	jeffersonlita@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, no voice mail.	NO	NO
Kalkeir Kane, Inc.	Melissa	Oglesby	850-567-2425	866-306-9995	melissa@kaiserkane.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Not bidding right now.	NO	NO
Kameleon Press, Inc.	Kelly	Rysavy	850-566-2522	850-566-2522	kkryavy@yahoo.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Company prefers small packaging bids so will not bid this project.	NO	NO
Karmyn Construction, LLC	Franklin K.	Brown	850-294-9868	850-364-1453	tervin@karmynccs.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.	NO	NO
Lennox Martin Builders Florida, Inc	Lisa	Knighlen	904-671-4741		lisa@lennoxmartin.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes, they are already working on the scope.	Yes	NO
Lithohaus Printers, Inc.	Dianne P.	Nagle	850-671-6600	850-671-2770	print@lithohaus.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer no voice mail.	NO	NO
LMCC Specialty Contractors d/b/a Mems Construction, Inc.	LYNDELL	Mems	407-592-0707	407-296-1217	lynn@mmsconstruction.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.	NO	NO

Company Name	First	Last	Phone	Fax	Email	MBE Type	Initial Contact	Follow up	Sending Quote	Received Quote
Lockwood Construction Company, LLC	Richard	Lockwood	850-508-1333		lockwoodconstruction@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Magnolia Engineering, LLC	Carmen	Green	850-385-0203	850-385-0203	manager@magnoliaengineering.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid; company does construction and soil testing.	NO	NO
Manhattan Trucking, LLC	Michael	Hatten	850-688-4164	850-627-7079	manhattantrucking@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid; company does hauling.	NO	NO
Marco's Masonry & Concrete, LLC	Marco A.	Mejia	850-443-4429		mlortio13@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
MERIT ENTERPRISES LLC	Angela	Amette	850-259-1669	850-424-6814	angel71@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer, left voice mail.		NO
Metal Fabrication & Sales of Tallahassee	Stephanie	Turner	850-205-2300	850-205-2302	metalath@comcast.net	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will not be bidding; company does structural steel and metal architecture.	NO	NO
Metron Contracting, Inc.	Sharon	Hannah		407-313-0757	metroncont@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They do plumbing; No scope to bid.	NO	NO
MHR Environments, Inc.	Ajay	Thakkar	850-422-1255	850-422-1866	ajay@mehenvironmentics.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Consulting and testing company and will not be bidding this project.	NO	NO
MLP Tractor Work, LLC	Mike	Pickett	850-510-5949		mpicklamu@hotmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes will be bidding some work and requested the invitation be emailed again. 12/15/14: Resent invitation via email.	Yes	NO
Mooney Container Service, Inc.	Lisa A.	Mooney	850-877-9477	850-942-0975	lmooney45@centurylink.net	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes will be bidding some work and requested the invitation be emailed again. 12/15/14: Resent invitation via email.	Yes	NO
Moore Bass Consulting, Inc.	Karen	Bass	850-222-5878	850-224-5015	klcary@moorebass.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid - civil engineering company.	NO	NO
National Flooring Specialist, Inc.	Terry	Simpkins	850-997-4782	850-201-0538	terry@nationalflooringinc.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will bid project if there is flooring and asked for the invitation to be resent. 12/15/14: Resent to Terry & added Kelly@nationalflooringinc.com. 12/18/14: Called Kelly to follow up. No flooring to bid for this project.	NO	NO
Nature's Finest	Doris	Roberts	850-562-3960	850-538-0865	gail@naturestfinestpros.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Nova Materials, Inc.	Sue D.	Smith	850-562-7338	850-562-7330	wsmith5@aol.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
O'Neal Surveying & Mapping, Inc.	Mary E.	O'Neal	850-270-2138	850-270-2138	mary@osmae.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
P & P Lawn and Landscaping, Inc.	Herbert L.	Pompey	850-322-3821		pancplawmandlandscaping@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
P & T's Landscaping and Lawn Maintenance, Inc.	Francisco	Jimenez	850-510-4576	850-627-0900	panchojimenez47@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. company does landscaping for this project.	NO	NO
Palmetto Security Services, LLC	Brian A.	Boulware	850-329-6596	907-328-1850	brian@pssoffi.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Panther Creek Sod Farms, LLC	Catherine	Speidel	850-878-5874		sod@panthercreeksodfarms.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid on this project; company does sod only.	NO	NO
Peace Landscaping Lawn Service	Christa	Peace	850-363-3307		peaceandawn@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They only do lawn service work; no bid.	NO	NO

MWBE Good Faith Documentation

Bid Title: Sheriff's Office Envelope Repairs

ADVON CORPORATION

Company Name	First	Last	Phone	Fax	Email	MBE Type	Initial Contact	Follow up	Sending Quota	Received Quota
Persica Landscaping Co., Inc.	Ashlie	Karimipour	850-422-0002	850-422-1499	ashlie@persica.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Tried a couple of times but call would not go through.		NO
Pinnacle Construction Support Group, LLC	Cory C.	McFarlane	850-412-9387	850-412-9388	cp@pinnaclecsgr.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They might bid and requested the invitation be sent to shepard@pinnaclecsgr.com. 12/15/14: Resent via email.		NO
Poole Engineering & Surveying, Inc.	Kim L.	Lee	850-366-5117	850-365-0633	kim@poole-eng.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. A civil engineering and audit company, no work to bid on this project.	NO	NO
Pope Environmental, Inc.	Nancy	Iserberg	850-942-2341	850-942-7289	nisenberg@popeenvironmental.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. There is no environmental scope so company will not be bidding.	NO	NO
Professional Electrical Systems, Inc.	Victor	Roberts	850-421-7148	850-421-6893	pestrv@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No electrical work to bid but they requested the invitation be resent. 12/15/14: Resent invitation via email.	NO	NO
RDS Drywall & Acoustics, LLC	Calvin L.	Sancho	850-402-0399	850-402-0399	sanc3755@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Renita Knight Construction, LLC	Renita	Knight	850-591-3750	877-672-6045	gcneenes235@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
RMK Geospatial, LLC	Rudolphie	Konou	850-294-4084		ipkonou@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No bid; Company is booked up until 2015.	NO	NO
Roderick Wilson Painting, Inc.	Roderick	Wilson	904-859-3990		roderickwilson2610@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes will be bidding the painting and requested the invitation be emailed to a different address (roderickwilson@centurylink.net). 12/15/14: Resent invitation via email.	Yes	NO
Service Keepers, Inc. db/a Lawnkeepers	Hubert L.	Roberts	850-321-3545	850-878-3625	hurbble1@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No bid; Company does landscaping and lawn care only.	NO	NO
Seven Hills Commercial Cleaning & Painting, LLC	Raymond	Mathews	850-322-2108	850-270-9864	raymathwsjr@aol.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail. 12/18/14: Called back but does not have time to call a bid together.	NO	NO
Shaffield Building Specialties, Inc.	Cynthia	Shaffield Knox	850-553-4840	850-668-2056	cynthia@shaffieldbuilding.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Selas & Family Exquisite Lawn Care	Susan	Towels	850-559-7724	850-877-4095	selasandfamily@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. A landscaping company so no work to bid on this project.	NO	NO
Solomon Painting and Pressure Washing Services	Solomon	Ford	850-264-2823	850-877-7052	soloomonpainting@comcast.net	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes will bid painting scope. Requested the invitation be emailed again. 12/15/14: Emailed via email.	Yes	Yes *
Southeast GeoGroup, Inc			850-745-4575	850-385-0203	carmen@segeogroup.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Spectra Engineering & Research, Inc.	Peter	Okonkwo, P.E.	407-951-8844	407-951-8845	spectra@spectraengr.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No scope to bid because they are civil and surveying company.	NO	NO
Suzanne Diambra Landscaping, Inc.	Suzanne	Smith	850-222-8866	850-222-9575	suzannediambra@aol.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer left voice mail.		NO
Tallahassee Welding & Machine Shop, Allison Inc.	Allison	Small	850-576-9596	850-575-9598	asmall@tallawelding.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Yes will be bidding this project and asked for the invitation to be sent to smith@tallawelding.com. 12/15/14: Resent invitation via email.	Yes	NO

ADVON CORPORATION Bid Title: Sheriff's Office Envelope Repairs MWBE Good Faith Documentation

Company Name	First	Last	Phone	Fax	Email	MBE Type	Initial Contact	Follow Up	Sending Quota	Received Quota
The Finishing Touch of North Florida, LLC	James	Marshall	850-591-8487	850-514-1909	finishing_touch_llc@yahoo.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer and voice mailbox was full.		NO
Tippy Amick Training, LLC	Tippy (Sarah)	Amick	850-521-2984	123-456-7890		WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. No answer no voice mail.		NO
TKW Consulting Engineers, Inc.	Trudi K.	Williams	239-278-1992	238-278-0922	trudi.williams@tkwonline.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. They are civil and environmental company and there is no scope to bid in this areas.	NO	NO
True Lawn Care & Landscaping, LLC	Charles D.	Whitfield	850-364-3431		dejuanwhitfield@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Only does lawn service so no bid.	NO	NO
Unique Concrete Construction, LLC	Melvin	Footman	850-656-3359	850-656-1899	melvin1@embargmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Might bid if there is some concrete work to perform.		NO
Unlimited Dirt Works, LLC	Hannah	Sorensen	850-508-7816		unlimiteddirtworks@gmail.com	WBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Might bid the demolition scope and for the invitation to be email again. 12/12/14 & 12/15/14: Present invitation via email.		NO
World Over Electric, LLC	Lorenza	Richardson	850-264-2961		woelectric@gmail.com	MBE	12/04/14 @ 3:24 PM: Emailed Invitation to Bid.	12/10/14 Afternoon: Called to ask if they will be submitting bid for this project. Will bid any electrical work but there is no electrical work to bid on this project.	NO	NO

* Solomon's bid was \$99,500. We gave him opportunity to match low bid but he could not.
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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: 
Title: Bill Graham
President
Firm: Advon Corporation
Address: 1300 Timberlane Road, Tallahassee, FL 32312

DRAFT

Bid Title: Leon County Sheriff's Office - Envelope Repairs
Bid No: BC-12-18-14-14
Opening Date: December 18, 2014 at 2:00 PM

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 **Bill Graham**

President

Title

18 December 2014

Date

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES NO

Commercial General Liability: Indicate Best Rating: A+
Indicate Best Financial Classification: XV

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

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: VII

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.

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.

Bid Title: Leon County Sheriff's Office – Envelope Repairs
Bid No: BC-12-18-14-14
Opening Date: December 18, 2014 at 2:00 PM

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.

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 Bill Graham
Typed or Printed

Signature 

Date 18 December 2014

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

**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 Bill Graham

President

Title

Advon Corporation

Contractor/Firm

1300 Timberlane Road, Tallahassee, FL 32312

Address

CERTIFICATION OF TRADES WORK

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

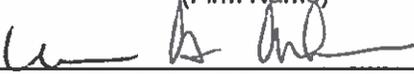
- a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

-
- Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
 - Bidder agrees to engage not less than _____ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

BY Advon Corporation
(Firm Name)

(Authorized Representative)
Bill Graham, President
(Printed or Typed Name)
DATE 18 December 2014

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 the Board of County Commissioners, 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,

Advon Corporation
(Name of Corporation, Partnership, Individual, etc.)

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

of which he/she is President
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

[Signature]
AFFIANT'S NAME

Bill Graham
President
AFFIANT'S TITLE

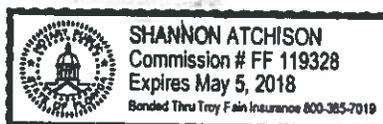
TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 18th Day of December, 2014.

Personally Known Personally Known Or Produced Identification

Type of Identification

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

My Commission Expires: May 5, 2018



CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: Advon Corporation	
Street Address: 1300 Timberlane Road	
City, State, Zip: Tallahassee, FL 32312	
Taxpayer ID Number: 27-1623997	
Telephone: 850-727-7626	Fax: 850-807-2529
Trade Style Name: General Contractor	

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: 07 December 2009

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
Bill Graham	President	850-727-7626	bgraham@advonconstruction.com
Scott Brooks	Vice President	850-727-7626	sbrooks@advonconstruction.com

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: William G. Graham	
License Type: General Contractor	
License Number: CGC026737	Expiration Date: 31 August 2016
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, Seibels & Williams, Inc.
Contact's Name	Mark Edwards
Telephone	205-252-9871
Fax	205-581-9463
Address	2211 7th Avenue South Birmingham, AL 35233

Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

<p>Present Amount of Bonding Coverage (\$):</p> <p>\$2,400,000</p>	<p>Has your application for surety bond ever been declined?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>(If yes, please provide detailed information on reverse)</i></p>	<p>During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>(If yes, please provide detailed information on reverse)</i></p>
--	---	--

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 18th DAY OF December, 2014.

By:  Title: President

Printed Name and Title: Bill Graham, President

DRAFT



ADVON CORPORATION
WILLIAM GRAHAM
4531 ARGYLE LN
TALLAHASSEE FL 32309

Account Number: 75521
RECEIVED

SEP 17 2014

ADVON CORPORATION

The Business Tax Certificate for tax year 2015 is attached below.

This certificate expires September 30th, 2015.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with a letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2014-15

CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE
LOCAL BUSINESS TAX RECEIPT

2014-15

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015

DBA: ADVON CORPORATION
Location 1300 TIMBERLANE RD
Address: TALLAHASSEE FL 32312

Account Number: 75521

Type Code	Sub Code:	Type Description:
150	a	Contractor - Class A General

ADVON CORPORATION
WILLIAM GRAHAM

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

Attachment #1
Page 50 of 53

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**GRAHAM, WILLIAM G
ADVON CORPORATION
4531 ARGYLE LN
TALLAHASSEE FL 32309**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC026737

ISSUED: 08/25/2014

**CERTIFIED GENERAL CONTRACTOR
GRAHAM, WILLIAM G
ADVON CORPORATION**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date: AUG 31, 2016 L1408250001877**

DRAFT

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC026737	

The **GENERAL CONTRACTOR**
Named below IS **CERTIFIED**
Under the provisions of Chapter 489 FS.
Expiration date: **AUG 31, 2016**



**GRAHAM, WILLIAM G
ADVON CORPORATION
4531 ARGYLE LN
TALLAHASSEE FL 32309**



State of Florida

Department of State

I certify from the records of this office that ADVON CORPORATION is a corporation organized under the laws of the State of Florida, filed on December 8, 2009, effective December 7, 2009.

The document number of this corporation is P09000099097.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 13, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2014*



Ken Deitzner
Secretary of State

Authentication ID: CC6582877557

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-12-18-14-14

Bid Title: Sheriff's Office Envelope Repairs

Opening Date: Thursday, December 18, 2014 at 2:00 PM

Item/Vendor	Adson	Albritton/Williams	Oliver/Sperry
Manual Signature	✓	✓	✓
Addendum #1	✓	✓	✓
Affidavit of Immigration	✓	✓	✓
MWSBE	✓	✓	✓
EEO	✓	✓	✓
Tie Bid	✓	✓	✓
Insurance	✓	✓	✓
Certificate Debarment	✓	✓	✓
Certification of trades	✓	✓	✓
Bond	✓	✓	✓
Bid Total	312,940.00	400,000.00	321,792.00
No Bid Document			

Tabulated By: Jim Kirkland

[Signature]

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-12-18-14-14

Bid Title: Sheriff's Office Envelope Repairs Opening Date: Thursday, December 18, 2014 at 2:00 PM

Item/Vendor	Ram Const.	
Manual Signature	✓	
Addendum #1	✓	
Affidavit of Immigration	✓	
MWSBE	✓	
EEO	✓	
Tie Bid	✓	
Insurance	✓	
Certificate Debarment	✓	
Certification of trades		
Bond	✓	
Bid Total	369,000.00	
No Bid Document		

DRAFT

Tabulated By: Tom Kunkel

