

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 C & L ASSOCIATES, INC., 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 Custodial Services, Group 1, in accordance with: 1) Custodial Services County Wide, Continuing Services, Bid# BC-03-10-15-13 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. PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one (1) month's billing is required of the contractor. The performance bond shall be held for the life of the contract in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

- A. Performance bond from a surety company.
- B. An irrevocable letter of credit from a bank or other acceptable financial institution.
- C. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it 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 performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____ (address) _____, which is located in Tallahassee, Florida. "

4. TIME:

The Agreement shall be for a period of one (1) year, commencing on July 1, 2015, and shall continue until June 30, 2016. After the initial One (1) year period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

5. 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.

6. PAYMENTS

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.

7. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Shelly Cason
Street Address: 1907 S. Monroe Street
City, State, Zip Code Tallahassee, FL 32301
Telephone: 850-606-5000
E-mail: casons@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.

8. 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.

9. 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 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage

provided to the county, its officers, officials, employees or volunteers.

- d. The Contractor's insurance shall apply separately to each insured against whom claims 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.

10. PERMITS

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

11. 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.

12. 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.

13. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by

the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

14. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

15. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

16. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

17. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

18. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

19. 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.

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.

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

- Exhibit A - Solicitation
- 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: _____

C&L ASSOCIATES, INC.

By: _____
President or designee

Printed name

Title: _____

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 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 qualified vendors for custodial services at the locations specified in Table 1 below and performed in accordance with the attached specifications (Attachment A). The County has a commitment to operating all of its facilities in a sustainable manner which includes utilizing green or environmentally preferred products, as well as recycling.

Table 1

Group 1 - Courthouse	Address	Building Square Footage	Cleaning Square Footage	Restrooms
Courthouse	301 S. Monroe St.	295,768	279,512	56

Group 2 - Class Facilities	Total Square Footage	255,793	228,318	
Government Annex (BOA)	315 S. Calhoun St.	128,191	122,910	20
Government Annex (BOA) Bldg @	311 S. Calhoun St.	18,202	17,822	10
Welcome Center	106 E. Jefferson St.	9,400	8,250	8
Public Safety Complex	Open 24/7			
Main Bldg	911 Easterwood Dr.	76,000	59,703	8
Logistics - EMS	911 Easterwood Dr.	24,000	19,633	5

Group 3 - Libraries	Total Square Footage		149,320	
Main Library	200 W. Park Avenue	88,230	78,753	10
BL Perry Branch Library	2817 S. Adams St.	16,066	15,694	4
Eastside Branch Library	1583 Pedrick Rd.	13,419	12,000	6
Ft. Braden Branch Library	16327 Blountstown Hwy	5,660	5,288	4
Lake Jackson Branch Library	3840 N. Monroe St. Suite 300	12,372	12,000	4
NE Branch Library	5513 Thomasville Rd.	19,000	18,789	4
Tax Collectors Lake Jackson	3840 N. Monroe St. Suite 103	4,796	4,796	2
Woodville Branch Library	1492 J. Lewis Hall Sr. Rd.	2,000	2,000	4

Group 4 - Clinical Facilities	Total Square Footage		66,710	
Health Depts.				
Robert Stevens Clinic	1515 Old Bainbridge Rd.	17,963	15,963	6
Southside Health Clinic	872 W. Orange Rd.	15,500	15,128	6
Main Health Dept.	2965 Municipal Way	21,928	21,184	8
Amtrak Dental Clinic	912 Railroad Ave.	4975	4975	4
Community Services Bldg/UA Trailer		8432	8060	6

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Group 5 - General Services Facilities	Total Square Footage		84,359	
Ag Center	615 Paul Russell Rd.	13,289	11,150	4
Amtrak Station Bldg	918 Railroad Avenue	9,794	7,197	6
Elections Voting Center Warehouse	2990 Apalachee Pkwy	31,332	6,581	4
Facilities Management & Shop bathrooms	1907 S. Monroe St.	4,591	4,291	4
Fleet Mgt. Office/Bays	1800-1 Blairstone Rd.	14,685	1,300	2
Public Works Bldg	2280 Miccosukee Rd.	24,240	23,668	7
Purchasing/MBE/Sign Shop	1800-3 Blairstone Rd.	4,471	3,822	3
Solid Waste Facility 4 buildings	7550 Apalachee Pkwy	11,425	7,495	5
Traffic Court	1920 Thomasville Rd.	15,874	14,842	6
Transfer Station	4900 Gum Rd.	3,000	2,600	4
Truck Sheds Office/Bathroom	1800-8 Blairstone Rd.	2,061	1,413	4

Vendor Restrictions:

It is the intent of Leon County to award each of the five groups individually or in groups imparting price reduction, except that no vendor to be awarded more than two to three groups totaling over 300,000 sf (approximately). Vendors are invited to place bids on as many groups or pairings of groups as they wish to increase the possibility of securing one or more of the groups offered.

Hours of Work:

The County is seeking bid prices (per square foot per month) for scheduled custodial services in the evenings with various hours/days:

Information on the facilities and their initial square footage is contained in Attachment B. Bidder should take note that the County reserves the right to amend spaces to be cleaned and to change the cleaning times when necessary with only verbal notice provided to contractor.

Term of Agreement:

The initial contract term shall be for a period of one year with an anticipated start date of July 1, 2015 and shall continue until June 30, 2017. After the initial period, at the discretion of the County, the contract may be extended for no more than four (4) additional (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period. In the event of suspending services with a vendor, the County may award those services to another vendor or vendors, or re-bid the work.

Price Adjustments:

At the discretion of the County, price adjustments may be negotiated annually beginning with the first extension period. It is the intent of Leon County to not have any price adjustment exceed changes in the Consumer Price Index for all Consumers (CPI-U), for the twelve (12) month period prior to the contract extension. However, changes in CPI alone shall not warrant price adjustments to these contracts.

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Bid Pricing:

Bidders will be required to provide bid pricing per square foot per month. The contract shall include all services and the provision of all paper products, hand sanitizers and hand soap being supplied by the vendor as specified in the Leon County Facilities Management Custodial Services Performance Specifications and Forms attached or enclosed.

Bidder Minimum Qualifications:

Bidders must have been in the cleaning business a minimum of 5 years. Also, the bidder must have cleaned a facility of similar size and scope to those required by this bid. For bids on more than two groups, the bidder shall demonstrate cleaning of comparable aggregate square footages within past five years. For size consideration, the bidder should combine 2 buildings that have been cleaned simultaneously to meet the stated square footage requirements. Further, the management staff to be assigned to this contract must have a minimum of no less than three (3) years' experience in the custodial business with proven supervisory experience. Bidders shall be presently conducting cleaning services of the type sought under this bid. To verify this, a listing of at least three facilities currently being serviced that County staff as an option may visit to evaluate a representative sampling of the bidder's performance. The facilities shall be identified by Company name, address, contact person, telephone number, and square footage being serviced.

In order to demonstrate financial capability and capacity, Bidders are required to submit as a part of their bid the following items:

1. A letter from their bank or accountant stating their financial capability to handle this contract (meet payroll and adequately secure supplies and equipment)
2. Proof of insurance capacity by completion of the Insurance Certification form contained in this invitation to bid.
3. Such financial and business information shall be routinely verified by the County subsequent to bid award to insure that the vendor(s) remain financially solvent, insured against applicable risks, and to ensure that business factors affecting the County decision to contract with vendor have not been changed.

BIDDER EXPERIENCE

- A. All bidders shall submit the below listed items with the bid. If incomplete information is provided, the bid will be determined to be non-responsive. Bidders not meeting the minimum experience requirements as set out herein will be determined to be non-responsive and the bid will not be considered.
- B. All bidders shall provide the reference information requested below for the ~~two largest~~ all projects of the same or a similar nature (square footage, high traffic volume, and large number of restrooms) that you have serviced in the last five years. In addition, all bidders must provide a minimum of five (5) additional references. At least two (2) references must be current customers of the bidder. At least one (1) reference must be for a contract that provided for the commercial cleaning of a building or buildings that totaled a minimum of 10,000 square feet with the contract not having been expired for more than 2 years.

Each reference shall contain the following:

- 1) Name and address of company.
 - 2) Site of work under contract (address and brief description of facility including square footage).
 - 3) Person to contact and telephone number (Contract Manager, address and phone number).
 - 4) How long you have had the contract. (contract term; starting and ending dates)
 - 5) A written summary of the types of services provided under this contract, including Agreen® cleaning methods and practices used.
- C. All bidders must list all contracts held, including any contracts that have been terminated or lost, due to unsatisfactory performance, within the last five (5) years. These contracts shall be reported in the same format as a reference as outlined above. Failure to comply with this provision will be grounds for denial of or immediate termination of the contract.

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BID AWARD CRITERIA:

The bid will be awarded as soon as possible based to the most responsible, and responsive bidder as determined by the following evaluation criteria:

A. Preliminary Bid Criteria - 75 Points; The following factors will be evaluated and sub-totaled to determine which bidders will be evaluated in the Final Bid Criteria.

1. Cost - 35 Points

The vendor with the adjusted lowest price per square foot per month will receive the full 35 points in the Bid Evaluation. All remaining vendors will be given a percentage of the points value calculated by the percentage of pricing against the lowest bid. In other words, if the low bid was \$1.00 per square foot and the next bidder was \$1.10, the second bidder would be receiving 31.8 points or 91% of the score. Example:

$$\frac{\text{Low Bid}}{\text{Bid Amount}} \times 35 = \text{Point Score for Cost}$$

The cost may be adjusted as provided by the Leon County local preference ordinance detailed elsewhere in this document.

2. Contractor's qualifications and experience - 20 Points

- a. Length of time company has operated; length of time providing services similar to those being bid; qualifications of key personnel to be assigned to this project; extent of Contractor current and prior similar contracts; location(s) of Contractor-s office(s); and current and past project references.
- b. Company has considerable and readily quantified experience in providing similar services.
- c. Company has a proven ability to effectively manage multiple sites. Company shall provide relevant experience data and references.
- d. Employee training; benefits; standard of conduct; supervisor plan and policy; uniform policy; reporting plans; procedures; documents; staffing; and subcontractors.
- e. Company's policy in recruitment and assignment to ensure that only qualified persons are hired and that the appropriate skill sets are deployed to fit any site specific needs.
- f. Equipment owned/leased by the company and readily available to be assigned to use under the terms of the contract.
- g. Experience and knowledge of green cleaning practices.

3. Operations & Management Plan - 20 Points

Contractor-s staffing and approach to providing the services under this bid as indicated by:

- a. Staffing - An adequate number of employees and two day-time porters(where applicable) The quantity of labor hours and supervision assigned to the facility to successfully complete the work. The Contractor-s proposed supervisor(s) experience, training and other qualifications to be included in the evaluation.
- b. Process - Contractor-s plan to perform the services required in the Custodial Services Performance Specifications. The systems, procedures and forms used by Contractor to monitor the quality of custodial services.

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- c. Turnaround cleaning services – Contractor’s plan to provide immediate, corrective, detailed cleaning of the entire facility for purposes of making an immediate and noticeable impact upon cleanliness and presentation aspects of the facility. These services are to be included in the contractor’s bid price per square foot. The contractor shall state both time and performance aspects of this item in their Cleaning Plan.
- d. Construction cleaning – Contractor’s capabilities, experience, staff, track record, etc., for follow-up to periodic construction work areas.
- e. Emergency Services – Contractor’s strategy, qualifications, methods, responsiveness and effectiveness to periodic emergency needs.

At its option, the County may total the points from Part A only and forego the Final Bid Criteria appearing in Part B, and use those sub-part scores as basis for making its recommendations for bid awards.

Sub-total 75 Points (Maximum)

B. Final Bid Criteria - 25 points (optional)

1. Presentation - 25 points:

Interviews - Following the evaluation of the items listed above, the County has the option to interview the top three to five bidders in any of the bid groups having the highest subtotals. Bidders shall include a detailed presentation of the Operation and Maintenance plan of the company as a minimum and may present any information that the bidder deems important to display their product and promote their businesses. The bidders shall also respond to any questions as asked by County staff. As a part of the interview or separately if interviews not completed, the bidder must provide representative samples of toilet paper, hand towels, toilet seat cover, hand sanitizer and hand soap that can be left with the County for evaluation.

If Part B is used, the points from Part A & B shall be combined to produce a vendor’s final bid score. These scores shall then be ranked in order by each of the bid groups or pairings thereof. Staff may select the individual or paired bid groups that impart the overall lowest cost onto the County from this final short-list of vendors.

Total 100 Points (maximum)

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
February 12, 2015	Release of the ITB
February 25, 2015 at 10:00 a.m.	MANDATORY PRE-BID MEETING: Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing’s offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

<p>Not later than: February 27, 2015 at 5:00 p.m.</p>	<p>QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the ITB must be received by Leon County.</p>
<p>Not later than: March 10, 2015 at 2:00 p.m.</p>	<p>BID SUBMISSION DUE DATE/OPENING OF 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.</p>

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

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employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

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

REGISTRATION:

Bidders 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

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Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

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 at the bottom of the list of documents for each respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

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

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

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

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 A AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

- A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
 2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women- owned business enterprises in a competitive environment. This program shall:
 - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

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- b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
 - c. Provide increased levels of information and assistance available to MBE-s and WBEs.
 - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE-s, please contact Shanea Wilks, MWSBE Director, at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail wilkssh@leoncountyfl.gov.

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.

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- 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 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 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.

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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, it 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 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.

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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.

PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

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 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

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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 performance bond in the amount of one (1) month's billing is required of the contractor. The performance bond shall be held for the life of the contract in order to insure contractor performance and to limit the County's liability in case the contractor is unable to perform as specified herein. The contractor's performance bond may be forfeited at the sole discretion of the County based on the standards set forth herein.

The performance bond requirement may be satisfied by providing either of the following:

- A. Performance bond from a surety company.
- B. An irrevocable letter of credit from a bank or other acceptable financial institution.
- C. Cash deposit made to and held by Leon County, Florida

If a Performance Bond is provided, it 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 performance bond **must** contain a clause stating the following:

In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance at _____ (address) _____, which is located in Tallahassee, Florida. "

TIME

The initial contract term shall be for a period of one year with an anticipated start date of July 1, 2015 and shall continue until June 30, 2016. After the initial period, at the discretion of the County, the contract may be extended for no more than four (4) additional (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

PAYMENTS

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.

The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases.

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.

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AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider-s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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 thin 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.

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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.

CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney-s fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

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 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
- Identical Tie Bid Statement
- Insurance Certification Form
- Certification/Debarment Form
- Applicable Licenses/Registrations

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

Mary Ann Lindley
Chairman

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

BY _____
(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

EMAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

GROUP 1 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 2 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 3 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 4 - PER MONTH PER SQUARE FOOT PRICE : _____

GROUP 5 - PER MONTH PER SQUARE FOOT PRICE : _____

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

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

Mary Ann Lindley
Chairman

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

BY C & L Associates, Inc.
(Firm Name)

James W. Shutes, Jr.
(Authorized Representative)

James W. Shutes, Jr.
(Printed or Typed Name)

ADDRESS 2915 East Park Ave.
Tallahassee, FL 32301

EMAIL ADDRESS classmates@netally.com

TELEPHONE 850.216.2536 (cell: 228.0898)

FAX 216.2536 or 342.9912

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated JWS Initials

Addendum #2 dated _____ Initials

Addendum #3 dated _____ Initials

GROUP 1 - PER MONTH PER SQUARE FOOT PRICE : .073 / \$ 20404.38

GROUP 2 - PER MONTH PER SQUARE FOOT PRICE : .0749 / \$ 17101.18

GROUP 3 - PER MONTH PER SQUARE FOOT PRICE : .109 / \$ 16275.88

GROUP 4 - PER MONTH PER SQUARE FOOT PRICE : .15 / \$ 10,006.50

GROUP 5 - PER MONTH PER SQUARE FOOT PRICE : .135 / \$ 11,388.46

RECEIVED

2014 MAR 10 AM 10:47

PURCHASING DIVISION
LEON COUNTY

C&L ASSOCIATES

Custodial Services County Wide
BC-03-10-15-13
March 10, 2015 @ 2:00 PM

Maintaining Your Investment ~ C&L Associates

TABLE OF CONTENTS

REQUIRED COUNTY FORMS TAB 1

- Bid Response Sheet
- Affidavit Immigration Laws
- Equal Opportunity/Affirmative Action Statement
- Identical Tie Bid Statement
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification
- Corporate Registration
- Certificate of Liability Insurance
- Applicable Licenses/Registrations
- Financial Capability

QUALIFICATIONS AND EXPERIENCE TAB 2

- References
- Current Contractor Sites for Visitation
- Financial Status and Bonding Capability Letter
- Equipment and Supplies

OPERATIONS AND MANAGEMENT PLAN TAB 3

- Staffing
- Quality Control
- Process and Green Cleaning Plan
- Turnaround Cleaning Plan

ADMINISTRATIVE POLICIES AND PROCEDURES TAB 4

- 001 - Recruitment, Selection and Hiring
- 002 - Training
- 003 - Drug-Free Workplace
- 004 - Quality Control
- 005 - Violence in the Workplace, Sexual Harassment and Discrimination

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

**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.

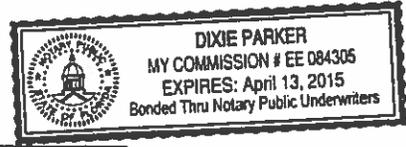
BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: C & L Associates, Inc.

Signature: *James W. Photos* Title: Vice president

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 6th day of March, 2015



Personally known ✓

Dixie Parker
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Florida

(Type of identification)

My commission expires: April 13, 2015

Dixie Parker
Printed, typed, or stamped commissioned name of notary

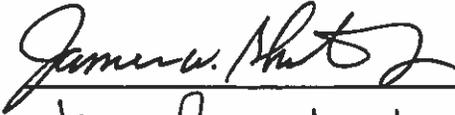
The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

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: Vice-President
Firm: C & L Associates, Inc.
Address: 2915 E. Park Ave., Tall, FL 32301

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 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.

James W. Shute
Bidder's Signature

Vice-President
Title

March 9, 2015
Date

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

INSURANCE CERTIFICATION FORM

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

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

YES NO

Commercial General Liability:

Indicate Best Rating:
Indicate Best Financial Classification:

 A
 XV

Business Auto:

Indicate Best Rating:
Indicate Best Financial Classification:

 A
 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:
Indicate Best Financial Classification:

 A
 XV

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

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

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: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 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 Employers Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Workers Compensation & Employers 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 James W. Shutes, Jr.
Typed or Printed

Signature James W. Shutes, Jr.

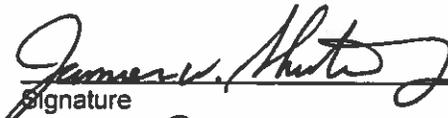
Date March 9, 2015

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

Bid Title: Custodial Services County Wide, Continuing Services
Bid No: BC-03-10-15-13
Opening Date: March 10, 2015 at 2:00 PM

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.


Signature

Vice-President
Title

C & L Associates, Inc.
Contractor/Firm

2915 E. Park Ave., Tallahassee, FL 32301
Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses, if such a license is required by the relevant local government. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <u>C + L Associates, Inc.</u>	
Current Local Address: <u>2915 E. PARK AVE Tallahassee, FL 32301</u>	Phone: <u>850-216-2536</u> Fax: <u>same</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

James W. Shutes Jr.
Signature of Authorized Representative

3-6-2015
Date

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 6th day of March, 2015.

By Vice President James W. Shutes Jr. of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a C + L Associates, Inc. corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)

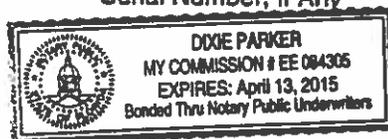
or has produced _____ as identification.
(type of identification)

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

Dixie Parker
Signature of Notary
Dixie Parker
Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any



2014 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000036120

Entity Name: C & L ASSOCIATES OF TALLAHASSEE, INC.

Current Principal Place of Business:

2915-5 EAST PARK AVENUE
TALLAHASSEE, FL 32301

Current Mailing Address:

2915-5 EAST PARK AVENUE
TALLAHASSEE, FL 32301 US

FEI Number: 59-3642305

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SHUTES, JAMES WVP
310 EGRET MARSH RD
TALLAHASSEE, FL 32309 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	VP	Title	PD
Name	SHUTES, JAMES WJR.	Name	SHUTES, LISA C
Address	310 EGRET MARSH ROAD	Address	310 EGRET MARSH ROAD
City-State-Zip:	TALLAHASSEE FL 32309	City-State-Zip:	TALLAHASSEE FL 32309

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAMES W. SHUTES

VICE PRESIDENT

04/10/2014

Electronic Signature of Signing Officer/Director Detail

Date



C&LASSO-01 TODONNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Legacy Insurance Solutions, LLC 3500 Financial Plaza 4th Floor Tallahassee, FL 32312-9999	CONTACT NAME: Tina O'Donnell PHONE (A/C, No, Ext): (850) 894-2333 E-MAIL ADDRESS: todonnell@legacyinsllc.com	FAK (A/C, No): (850) 894-3129
	INSURER(S) AFFORDING COVERAGE	
INSURED C & L Associates of Tallahassee Inc. 310 Egret Marsh Road Tallahassee, FL 32309	INSURER A: Ohio Security Insurance Company NAIC # 24082	
	INSURER B: Bridgefield Employers Insurance Company 10701	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	ADDL SUBR (INS'D WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		BKS55509821	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAS55509821	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	83035067	09/04/2014	09/04/2015	PER STATUTE OTH ER EL EACH ACC DENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000	

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

CERTIFICATE HOLDER Leon County Facilities Management Division 1907 S. Monroe Street Tallahassee, FL 32301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

2014-15

CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE
LOCAL BUSINESS TAX RECEIPT

2014-15

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015

DBA: C & L ASSOCIATES, INC

Account Number: 73992

Location: 2915 E PARK AVE #5

Address: TALLAHASSEE FL 32301

Type Code	Sub Code:	Type Description:
850	h	Service - Miscellaneous

C & L ASSOCIATES, INC
JIMMY SHUTES

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.)



March 9, 2015

Board of County Commissioners
Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

Re: Financial Stability - C & L Associates of Tallahassee, Inc.

To Whom It May Concern:

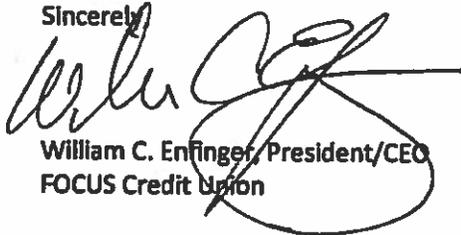
This letter shall serve as confirmation of the financial stability for C & L Associates of Tallahassee, Inc.

C & L Associates has the capacity of meeting the financial obligations associated with RFP No: BC-03-10-15-13, Custodial Services County Wide. The individuals who own this company have borrowed in excess of \$600,000 at any one time and have paid back all indebtedness on or before the due date. C & L Associates also has the financial capacity to borrow up to \$800,000 that can be accessed at any time. Additionally, should C & L Associates be awarded this contract, FOCUS Credit Union is prepared to issue an irrevocable letter of credit should the county so desire.

I have found that dealing with the owners of this company to be honest and trustworthy in all the business and personal banking transactions.

If you need any additional information please do not hesitate to contact me at (850) 663-2404 or w.enfinger@focuscu.org.

Sincerely,



William C. Enfinger, President/CEO
FOCUS Credit Union

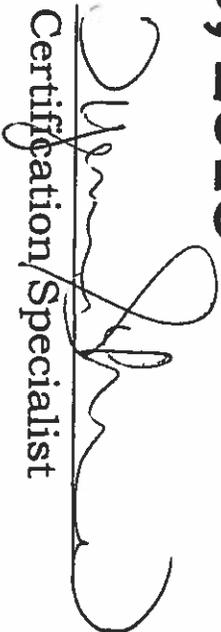


C & L ASSOCIATES OF TALLAHASSEE, INC.

is recognized as a
Women Owned Business Enterprise
Under the
City of Tallahassee and Leon County
Consortium Interlocal Agreement

For a period of two (2) years beginning:
JULY 2, 2014 – JULY 30, 2015


MWSB Administrator


Certification Specialist

QUALIFICATIONS AND EXPERIENCE

When evaluating qualifications there is no doubt Leon County will have many janitorial businesses who meet the minimum qualifications. C&L Associates of Tallahassee has demonstrated and exceeded these qualifications to clean and service the Leon County facilities. In fact, C&L Associates of Tallahassee, Inc, has actively been engaged in the commercial janitorial business for twenty years with a combined thirty plus years of experience. During this time C&L has earned a reputation for maintaining highly ethical businesses practices. Having always retained more than the required insurance and bonding. Never once lapsing in coverage or presenting contractual risks to the County. Additionally, C&L Associates is very proud to say we have been under contract with Leon County for the last fifteen years. And it is important to note that throughout this time period C&L has serviced every group outlined in (Table 1) this bid with the one exception of the new Public Safety Complex.

So when it comes to evaluating experience, we believe our commitment to Leon County is what sets us apart from the competition. Most businesses can maintain short term responsibility but it takes loyalty and hard earned experience to partner for the long haul. The commercial cleaning business is very challenging and there are occasions when a trash can is missed, a dispenser is not filled or an area is not vacuumed but as our record will reflect, upon close review of the magnitude of square footage and occupants combined with general public access of the current and past project experience of our company, C&L's quality control mechanisms cannot be beat. This experience combined with hands on management produces an extremely low complaint intake. Specifically, listed below are the contract periods in which we proudly serviced the facilities of Leon County.

- **Leon County Courthouse and Government Annex (BOA)
2005 - present (10 years experience)**
- **Leon County Public Libraries
2000 - 2005, 2005 - 2010**
- **Leon County General Services Facilities
2005 - 2010**
- **Leon County Health Departments
2006 (C&L was requested to step in on an emergency basis)**

Because of our past contract experience with the county coupled with the fact that we are currently under contract for the Leon County Courthouse and the Courthouse Annex, we believe we are the most experienced and qualified

contractor to execute the specifications outlined in this bid. As you know, there has been a tremendous amount of construction at the Courthouse over the last ten years and we are faced with cleaning challenges daily. Many of which fall outside the scope of our contractual duties. We diligently do our part to handle issues as they arise and in most instances without unnecessarily involving county personnel. In fact, not a week passes that we don't get compliments on our day porter, Mr. Toney Thomas. Mr. Thomas goes above and beyond every day he reports to work. Often times dealing with unsanitary situations the average person could not tolerate. Our employees are the heartbeat of our company and our success is dependent upon their personal desire to service the facility they are assigned. Employee turnover is common in the janitorial business however, C&L Associates does what it takes to retain good employees. Mr. Thomas has been with us and servicing the Leon County Courthouse for nine years. Additionally, another valued employee, Ms. Molly Blake, has been servicing the Bank of America (Annex) building for eleven years. Her dedication and personal attention to the tenants she serves cannot be matched.

Not only have we proven ourselves to be a trustworthy service provider, on several occasions the County has asked us to step in for projects requiring immediate attention outside of our current contracts. An example of this is when we were asked to perform temporary custodial services for all three health clinics. In addition to providing professional service, we executed a seamless transition. This flexibility, quality and dedication further demonstrates our commitment and desire to work with the County. Transitioning to a new contractor comes with significant disruption risk. While C&L will be free to focus on continuing our excellent service, improving current processes, and identifying and implementing value-added services, a new vendor will be preoccupied in establishing a routine and an effective cleaning plan that only experience can render.

We have a wide array of current and past project experience ranging from the very prestigious high security Florida Supreme Court Building to financial institutions, as well as some unique sites that require strict sanitizing such as day care facilities, schools and medical offices. In addition to the Leon County Courthouse and Annex, C&L Associates is currently under contract for additional square footage of tenant occupied space. Each of which has its own unique cleaning challenges. For example, many are accessed by the general public on a daily basis or require strict security measures such as financial institutions. Our ability to effectively manage our business operations has been consistently demonstrated in the dedication we have shown the county. As our record will reflect, we have a 98% success rate on a daily basis. More importantly, we have never lost a contract due to unsatisfactory job performance. In fact, the following reference list includes both current and past contracts in which we welcome an opportunity for an inquiry regarding our reputation. We at C&L Associates feel confident that you will receive positive feedback.

The quality and expertise exhibited by our company has proven essential to the growth of the business, as well as the ability to respond to and meet the needs of

our customers. C&L is proud of the work we have provided the County for the last fifteen years. We are honored to have the potential opportunity to continue our partnership with the County.

"Green Cleaning" has become a necessity for both public and private sector facility management. A well-designed healthy building does not have to be complex or expensive. Green Cleaning is cleaning to safeguard human health while minimizing the impact to the environment. Our goal is to protect the health of building occupants, visitors and cleaning personnel, as well as reducing polluting effects on our air and water. Green Cleaning is more than just using "green" products. The success of C&L's green cleaning program is dependent on numerous factors. While the selection of product is important, it will have little effect in an otherwise inadequate cleaning regimen that leaves facilities dirty and the health of occupants, visitors and the environment at risk. C&L's Green Cleaning Program encompasses a total program including chemicals, procedures, equipment, paper, everything used in an effective cleaning program. C&L utilizes green sealed certified chemicals, paper products and equipment. We are currently providing a green cleaning program at the Courthouse.

In order that we maintain our high ethical and professional standards, C&L Associates has very thorough administrative policies in place. C&L Associates promotes the hiring of individuals without regard to age, race, color, sex, religious creed, national origin, political opinions or affiliations, marital status or disability. Additionally, as reflected in our recruitment policy we have selection criteria and hiring procedures in place so that we may offer the county our best suited employees to perform the scope of work outlined in this contract. Furthermore, we have very strict policies regarding Violence in the Workplace, Sexual Harassment, Discrimination and a Drug-Free Workplace.

Please see Tab 4, Administrative Policies

REFERENCES
C&L ASSOCIATES OF TALLAHASSEE, INC.

BUILDING NAME/ADDRESS	SQUARE FEET	MANAGER & PHONE	CONTRACT DATES
Leon County Courthouse 301 South Monroe Street Tallahassee, Florida 32301	258,297	Shelley Cason (850) 606-5012	2005 -2010 2010-2015
Bank of America 315 South Calhoun Street Tallahassee, Florida 32301	136,468	Shelley Cason (850) 606-5012	2004 -2010 2010-2015
Center of Library Automation Innovation Park Tallahassee, FL 32399	33,400	Mike Adcock (850) 922-6044	2002 to Present
Dept. of Environmental Regulation – LAB 3800 Commonwealth Tallahassee, FL 32399	50,003	Sara Armour (850) 245-8060	2002 - 2007 2013- Present
Citizens Property Insurance 2312 Killearn Center Blvd. Tallahassee, FL 32309	95,575	Cherri Linn (850) 521-8288	2011 - Present
Innovation Park c/o Talcot Com. Real Estate 1018 Thomasville Rd. Tallahassee, Florida 32301	127,741	Mark Frost (850) 224-2300	2011 - Present
Workforce Plus c/o Talcot Com. Real Estate 1018 Thomasville Rd. Tallahassee, Florida 32301	30,000	Beverly Hayes (850) 224-2300	2012 - Present

Please Note:

- **Highlighted references are facilities currently being serviced that the County may choose to visit in order to evaluate performance.**
- **C&L Associates has never lost a contract due to unsatisfactory job performance or failure to fully comply with contract requirements/specifications.**



BOARD OF COUNTY COMMISSIONERS

Leon County Facilities Management Division
1907 S. Monroe St., Tallahassee, Florida 32301
(850) 606-5000 (850) 606-5001 FAX

Commissioners:

BILL PROCTOR
District 1

JANE SAULS
District 2

DAN WINCHESTER
District 3

TONY GRIPPA
District 4

BOB RACKLEFF
District 5

ED DEPUY
At Large

CLIFF THAELL
At Large

PARWEZ ALAM
County Administrator
(850) 488-9962

HERBERT W.A. THIELE
County Attorney
(850) 487-1008

October 31, 2006

Jimmy and Lisa Shutes
C&L Associates
310 Egret Marsh Road.
Tallahassee, Florida 32309

Dear Mr. & Mrs. Shutes:

On behalf of Leon County, I would like to sincerely extend my gratitude to you for your assistance in cleaning the Health Departments on a temporary basis. Due to the unexpected loss of the prior contractor, Leon County was limited in its ability to adequately prepare for the provision of services. Facilities staff provided night services for the first 30 days while efforts began to award the contract to a new vendor. These services were performed on an overtime basis which quickly became cost prohibitive. Additionally, the first bid received no respondents which resulted in a re-bid. At this time it was clear that no permanent vendor would be awarded the contract in the near future.

When requested, you kindly agreed to perform temporary custodial services for all three Health clinics, at total of 53,391 sq ft. This required a quick and professional response to adequately perform services. You and your team provided excellent service during the four month period. Service levels were seamless allowing staff and patrons to enjoy a clean health care environment. Additionally, service provisions of existing County contracts continue to be of good quality.

With sincere thanks,


Maggie McGrath
Operations Manager



March 9, 2015

Board of County Commissioners
Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

Re: Financial Stability - C & L Associates of Tallahassee, Inc.

To Whom It May Concern:

This letter shall serve as confirmation of the financial stability for C & L Associates of Tallahassee, Inc.

C & L Associates has the capacity of meeting the financial obligations associated with RFP No: BC-03-10-15-13, Custodial Services County Wide. The individuals who own this company have borrowed in excess of \$600,000 at any one time and have paid back all indebtedness on or before the due date. C & L Associates also has the financial capacity to borrow up to \$800,000 that can be accessed at any time. Additionally, should C & L Associates be awarded this contract, FOCUS Credit Union is prepared to issue an irrevocable letter of credit should the county so desire.

I have found that dealing with the owners of this company to be honest and trustworthy in all the business and personal banking transactions.

If you need any additional information please do not hesitate to contact me at (850) 663-2404 or w.enfinger@focuscu.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'William C. Enfinger', is written over a circular stamp or seal.

William C. Enfinger, President/CEO
FOCUS Credit Union

EQUIPMENT AND SUPPLIES

The following is a list of equipment and supplies presently owned by C&L Associates, however not limited to, which is readily available for use under this contract.

Equipment

Number	Description	Manufacturer	Size/Capacity
48	Vacuums-Green Seal Cert.	Sanitaire Commercial SC5815	1HP 15 inches
6	Carpet Machine/Extractor	Ambassador	5 gal./16 in.
6	Floor Machines	Clark	1.0 HP 20 inches
6	High Speed Buffers	Clark	1.5 HP 20 inches
1	Automatic scrubber	Clark	20 inches
6	Wet Vacs	Nobles	10 gallon
2	Pressure Washer	Ex-Cell Commercial -	3,600 PSI
6	Carpet Dryers	Clark	

Supplies - Paper Products and Chemicals

Product Use	Brand Name/Manufacturer
Toilet Paper 2-ply	Kimberly Clark Surpass
Jumbo Toilet Paper 2-ply	Georgia Pacific
Toilet Seat Covers	Encore Paper Company, Inc.
Multi Fold Paper Towels (natural)	Georgia Pacific
Multi Fold Paper Towels (white)	Kimberly Clark
Roll paper towels	Kimberly Clark
Can Liners	Capitol Poly
Power Kleen	Osceola Supply, Inc
Green Earth Peroxide Cleaner	Betco
Green Earth Glass Cleaner	Betco
Green Earth Daily Floor Cleaner	Betco
Green Earth Floor Stripper	Betco
Green Earth Floor Finish	Betco
Kem Care Pink Hand Soap	Johnson & Johnson
Lemon Pledge	Johnson Wax Professional
Clorox Clean-up	Proctor & Gamble
Spic n Span	Proctor & Gamble

OPERATIONS AND MANAGEMENT

At C&L we believe that leadership and management go hand and hand. Though some may argue that they are not the same we believe they are necessarily linked and are key to the success of our business. At C&L we have always practiced a consistent hands-on, hands-in approach to management. This allows us to properly assess the uniqueness of each new contract by working out the details of all the specifications at a management level. We then have the ability to effectively communicate clear expectations to our team. Our employees do not just look to our managers to assign them a task, but to define for them their purpose. More importantly, we know our employees. Taking the time to understand each individual's strengths and weaknesses produces a solid cohesive team.

Our site managers for the Courthouse and Annex are each prime examples of the leadership style we exhibit throughout our organization. Both of these site managers have been in place for at least eight years. They know these buildings inside and out. Their ability and experience to effectively communicate to the employees what needs to be accomplished on a nightly basis has been demonstrated for the past fifteen years. C&L's ability to handle any irregular/emergency situation is due to the experience and dedication of the employees assigned to these facilities. We take pride in the quality of personnel we employ.

Each new facility serviced by C&L is personally and precisely transitioned by the owner of the corporation. Specifically, the owner acts as site manager for the first 3 to 6 weeks of service. After this initial assessment period we then determine the site manager best suited to carry out the contract specifications set forth for each specific facility. In addition to the site manager there will also be supervisors with very specific roles. C&L practices team cleaning as opposed to zone cleaning.

With a significant emphasis placed on safety, each team member participates in detailed training sessions to learn about their assigned tasks, as well as how to properly handle and maintain equipment and chemicals. Each member is coached on maintaining appropriate stock levels in order to control costs and yet provide adequate supplies. We believe training plays a vital role in effective management. Our training does not end after the first week of employment. We believe training is an ongoing process that involves repetition and attention to detail.

We take great pride in knowing that we are servicing our community, facilities in which our neighbors and friends visit daily. Therefore, we are constantly striving to provide the best service possible. Another advantage to being locally owned and operated is that when our customers have a problem they communicate directly with the owner. Simply put, C&L does not have multiple layers of management to

hinder the effective operation of our cleaning process. In return our customers get an immediate response instead of waiting for a request to make its way up the chain.

In 2004, Department of Management Services called upon us to take over the Capital City Office Complex at Southwood, a one million plus sq. ft. complex, on an emergency basis until they could issue a new bid. We agreed to take on this challenge knowing that any discrepancies on our part would be a detriment to our reputation and our partnership with the State. We had only two weeks to gear up for our start date. Given the magnitude of the complex and the condition of the buildings when we began, C&L provided a smooth transition as was the day to day operation of the project. When C&L completed services at CCOC the buildings were in significantly better condition than when we took over. This project is a prime example of C&L's effective management style.

Yes, C&L's operations and management approach is unique in itself but as you will find in your review, it has proven effective with every client we serve. Therefore, we do not compete for every job that becomes available. At C&L, we carefully chose the businesses and organizations that we wish to partner with and hope they will feel the same. By doing so we consistently provide high quality service at an affordable price.

STAFFING

Based on our past experience servicing these building, the table below reflects the proposed assigned staffing for the Leon County wide facilities. Indicated are the number of persons in each position, the time of day they begin and end their respective work shifts, and the total hours per day.

Group 1 - Courthouse

Position	Number	Begin Time	End Time	Hours/Day
Custodial – Day	1 day	8:00 a.m.	5:00 p.m.	8/5
Custodial – Night	12 night	5:00 p.m.	9:00 p.m.	48/5
Supervisors - Night	1 night	4:30 p.m.	9:30 p.m.	5/5
Site Manager	1 night	4:30 p.m.	10:30 p.m.	6/5
TOTAL Employees	16			

Group 2 - Government Annex (Welcome Center/Public Safety Complex)

Position	Number	Begin Time	End Time	Hours/Day
Custodial – WeekDay	1 day	7:00 a.m.	4:00 p.m.	8/5
	1 day	8:00 a.m.	5:00 p.m.	8/5
Saturday/Sunday	1 day	10:00 a.m.	2:00 p.m.	4/2
Custodial – Night	10 night	5:30 p.m.	9:30 p.m.	40/5
Supervisors - Night	2 night	5:30 p.m.	9:30 p.m.	8/5
Site Manager	1 night	5:30 p.m.	9:30 p.m.	4/5
TOTAL Employees	15			

Group 3 - Libraries

Position	Number	Begin Time	End Time	Hours/Day
Custodial – WeekDay	1 day	10:00 a.m.	5:00 p.m.	7/5
Saturday		10:00 a.m.	4:00 p.m.	6/1
Sunday		2:00 p.m.	4:00 p.m.	2/1
Custodial – Night	12 night	9:00 p.m.	1:00 a.m.	48/7
Supervisors - Night	2 night	8:30 p.m.	1:30 a.m.	5/5
Site Manager	1 night	5:30 p.m.	1:30 p.m.	8/5
TOTAL Employees	16			

Group 4 - Clinical Facilities

Position	Number	Begin Time	End Time	Hours/Day
Custodial – Day	2 day	10:00 a.m.	4:00 p.m.	12/5
	1 day	9:00 a.m.	5:30 p.m.	8.5/5
Custodial – Night	7 night	5:30 p.m.	9:30 p.m.	28/5
Supervisors - Night	2 night	5:00 p.m.	10:00 p.m.	10/5
Site Manager	1 night	4:30 p.m.	10:30 p.m.	6/5
TOTAL Employees	13			

Group 5 -General Services Facilities

Position	Number	Begin Time	End Time	Hours/Day
Custodial – Day	1 day	4:00 a.m.	9:00 p.m.	10/5
Custodial – Night	6 night	5:30 p.m.	9:00 p.m.	24/5
Supervisors - Night	1 night	5:30 p.m.	9:30 p.m.	3.5/5
Site Manager	1 night	4:30 p.m.	10:30 p.m.	6/5
TOTAL Employees	9			

QUALITY CONTROL

To confirm compliance with this proposal, C&L Associates will inspect 20% of the maintained space nightly, so that 100% of the maintained space is inspected weekly. A written record will be maintained of these inspections, and a copy will be submitted weekly to the Contract Manager.

Reflected in our company policy number 004, are the systems and procedures C&L Associates will use to monitor the quality of our custodial services. Additionally, our procedures for inspecting completed work, identifying and correcting defects, and for communicating this information to the Contract Manager is also included in this policy. Attached are inspection forms we will use with these quality control procedures. **Please see TAB 4, company policy number 004, Quality Control.**

PROCESS AND CLEANING PLAN

Provided below is a description of how our company proposes to perform cleaning services at each of the Leon County facilities outlined in this bid., so that we may continue to offer quality service.

A. Night Office Cleaning

Night office cleaning will be performed from 5:30 p.m. until 10:30 p.m., Monday through Friday or as specified in staffing tables (TAB 3). Night custodian duties include, but are not limited to: vacuuming, detail cleaning, sanitizing and stocking the restrooms, office cleaning, sanitizing the break areas and maintaining hard floors. Vacuuming staff will be responsible for vacuuming carpeted areas to remove dirt, paper, etc., from offices and common areas. Trash personnel will empty all trash receptacles, clean inside receptacle and replace liners. The site manager will ensure proper segregation of recycled and non-recycled trash. Damp mopping floors will be the responsibility of the night crew, in addition to dust mopping. Dusting personnel will wipe and dust baseboards, chairs, chair rails, clean metal, porcelain and tile surfaces to ensure a polished and shined appearance. The night custodians will be provided a copy of the "Scope of Work " in addition to a checklist, which will be incorporated with the nightly inspection. Specified employees will be assigned exclusively to the restrooms. Their sole responsibility is to detail clean and restock all restrooms, nightly. Upon completion of all nightly duties lights will be turned off and floors/building will be secured.

B. Common Area Cleaning

The on-site supervisors will be held responsible for ensuring that the overall common area cleaning of the building conforms to facility specifications. Monitoring and supervision of the building is the responsibility of the supervisors, as well as ensuring that the scope of work for this contract is completed on a daily basis. Additionally, a nightly inspection will serve as our quality control mechanism.

C. Hard Floor Maintenance

Restrooms, and break rooms will be staffed with a crew who will be designated the responsibility of scrubbing, buffing and waxing the floors. This designation will be assigned and monitored by the on site supervisor.

Restroom floors will be wiped over with a wet mop each night and machine cleaned on an as needed basis or once every three months. The floor crew and project manager will handle this function.

The glossy shine of ceramic floors will be maintained by machine scrubbing on an as needed basis by the floor crew.

Maintenance of all VCT floors will be in accordance with the specifications setforth. A Floor maintenance plan will be submitted within 30 days. This plan will include, but is not limited to stripping and waxing all floors every three (3) months.

D. Carpet Maintenance

Carpets are vacuumed nightly to ensure a neat and clean appearance at all times; site supervisors will inspect daily. Spot cleaning will be performed routinely on an as needed basis.

E. Rest Room Cleaning

Completion of the daily inspection checklist will be performed by the site supervisor. Corrective measures, if any, will be taken at that time. The project manager will also conduct routine inspections.

The night staff will perform all restroom activities. The night staff will perform mopping. Daily activities include restocking supplies and ensuring the restrooms are kept clean all during the day and in accordance with facility specifications. All these responsibilities will comply with the lights off schedule. The night supervisors are responsible for completing the restroom quality control form.

F. Day Custodian Cleaning

The day custodians will be utilized between the hours of 7:30 a.m. until 5:30 p.m. and varies as outlined in the staffing table (TAB 3). Due to the prestigious nature of these facilities and all of which are employed here, the day custodian's primary responsibility is to ensure a clean pleasurable work environment. Specifically, the day custodian will give special attention to detail areas such as the Courtroom, Justices' conference room, and judicial meeting rooms. The day custodian will be responsible for detail cleaning all Justices restrooms, in accordance with the scope of work specifications. These positions will be responsible for restocking all public restrooms twice a day, as well as, policing all entranceways and common areas. The day custodians will be responsible for emergency clean ups to include spill removals from carpets and hard floors. Safety precautions will be taken such as keeping floors dry on rainy days, placing "wet floor" signs and straightening mats. Any procedures that are currently in place will continue to be utilized if in the best interest of the facility.

G. Recycling Office Paper and Co-Mingle (cans/bottles)

The on-site supervisor is responsible for ensuring compliance with the paper recycling procedures. Two separate trash receptacles and collection barrels will be utilized. Collection barrels will be labeled "Recycled Paper" in order to properly sort and transport recycled paper and co-mingled cans and bottles to appropriate dumpsites.

C&L Associates will make a significant effort to comply with the current procedures used for recycling so as not to disrupt the employees current arrangement.

H. Carpet Deep Cleaning

A plan indicating the date of carpet cleaning will be submitted to the County within the initial 30 days of the contract. Heavy traffic areas will be extracted as specified in contract. Carpets will be free of any dirt, dust, lint, stain or foreign matter.

I. Window and Blind Cleaning

All interior glass and mirrors will be wiped clean to remove all; fingerprints, smears, smudges, spots and stains. This task will be monitored by the night supervisors. All glass and metal surfaces of building entrance/exit doors will be maintained as part of the daily cleaning provided by the day time custodian.

J. Dusting Cleaning

All horizontal and vertical surfaces, as indicated in bid specifications will be dusted to remove all lint, litter, dry soil, etc from surface. This includes both low reach areas and high reach areas weekly.

K. Special Cleaning

Special detail work such as stripping, waxing and buffing will be performed on the weekends and possibly some holidays. However, all such activities will be coordinated through the County at least two weeks in advance. This process should also include carpet cleaning.

C&L ASSOCIATES OF TALLAHASSEE, INC ADMINISTRATIVE POLICY

SUBJECT: RECRUITMENT, SELECTION AND HIRING	NUMBER: 001
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PURPOSE

To establish procedures for recruiting and selecting applicants/employees into vacant positions and processing hires.

DEFINITIONS

- a. Job Opportunity Advertisement – advertisements used by C&L Associates to notify interested employees of employment opportunities, i.e. posted advertisements, newspaper advertisements, Jobs and Benefits Office.
- b. Knowledge, Skills, Abilities (KSA's)
Knowledge: The organized body of information, facts, or principles that an individual must possess for successful job performance.
Skill: Proficiency in the manual, verbal, or mental manipulation of data or things that an individual must possess for successful job performance.
Ability: The capacity to perform an observable behavior or produce a product.
- c. Minimum Qualifications: A specification of experience, training, education, test, or certification that provides appropriate job related evidence that an applicant can perform the essential tasks or duties needed for entry into a job.

POLICY

It is the policy of C&L Associates of Tallahassee, Inc., to establish a uniform method of employment. C&L Associates promotes the hiring of individuals without regard to age, race, color, sex, religious creed, national origin, political opinions or affiliations, marital status or handicap (except when such requirement constitutes a bona fide occupational qualification necessary to perform the tasks associated with the position). Selection of individuals to fill vacant positions will be made from the best-suited available applicants. Supervisors and managers involved in the selection process will be held accountable by the President for ensuring fair and equitable selection of applicants.

PROCEDURE

Selection Criteria: Individuals to be employed by C&L Associates into vacant positions must meet the following criteria:

- a. Must meet the minimum qualifications for the position.
- b. Must meet preferred knowledge, skills and abilities required for the position for which the individual is being hired.
- c. Must be a United States citizen or an alien authorized to work in the United States.
- d. Must provide signed acknowledgement of receipt for C&L Associates Drug-free Workplace Policy.
- e. Must complete a C&L Associates employment application.
- f. Must submit to a background check conducted by FDLE.

Recruitment:

Extent of recruitment for needed positions will be determined by the scope of work outlined in any proposal C&L Associates may submit. C&L Associates will utilize its current applicant pool to select qualified employees who are best suited to perform custodial services. C&L Associates will interview and provide first choice of employment to existing custodial employees of any facility C&L Associates submits a proposal. If necessary, C&L Associates will coordinate with an employee leasing company to recruit qualified applicants for a specific contract.

Hiring:

When a vacancy has occurred:

- a. A complete review of the scope of work to be performed shall be reviewed by management/supervisors prior to conducting interviews. To determine the essential functions required to perform the job, the position description will be reviewed. A copy of the position description will be provided to all applicants interviewed.
- b. A manager/supervisor will screen all applications, and will select and interview applicants who meet the minimum qualifications and are best suited to perform the job.
- c. The President (or her designee) will be final hiring authority on all positions filled.
- d. Interviewer is responsible for obtaining all hiring forms for the applicant selected.
- e. C&L Associates will interview and provide first choice of employment to existing custodial employees of any facility C&L Associates submits a proposal.

The following is a list of the required forms needed to complete the hiring package:

- Employment Application
- Acknowledgment of Scope of Work to Be Performed
- Signed Position Description
- Background Check
- Acknowledgment of Receipt for Drug-free Workplace Policy

ATTACHMENTS:

Employment Application

**C&L ASSOCIATES OF TALLAHASSEE, INC.
ADMINISTRATIVE POLICY**

SUBJECT: TRAINING

NUMBER: 002

PURPOSE

To establish procedures for ensuring proper training of all C&L Associates of Tallahassee, Inc., employees.

POLICY

C&L Associates of Tallahassee, Inc., is dedicated to the enhancement of its employees through quality training. C&L Associates is committed to provide quality, job-related training that improves job performance and the quality of service we provide to the clients we serve. In addition, we are committed to ensuring the health and safety of our employees, clients and the general public. C&L Associates provides continuous on the job training.

PROCEDURE

NEW EMPLOYEE ORIENTATION: Provides new employees with a general overview of the company to include but not limited to the following information:

- a. Policies and Procedures Review and Acknowledgment
- b. Drug-free Workplace Policy Acknowledgment.
- c. Position Description Review and Acknowledgment
- d. Scope of Work to be Performed (site employee is hired for)
- e. Attendance and Leave Reporting
- f. Disciplinary Standards

ON-THE-JOB TRAINING: Management/supervisors of C&L Associates of Tallahassee, Inc., will conduct in depth on-the-job training with each employee as hired. Proper cleaning techniques and use of chemicals will be explained with observational hands-on training. A complete instructional walk through of work to be performed will be completed with each new employee, at every job site. During this on site training, equipment instruction and maintenance will be provided.

SAFETY TRAINING

All new employees must participate in mandatory safety training within the first 30 days of employment. Such training will include, but is not limited to, the following instruction areas:

- Handling and use of all chemical products in accordance with the corresponding Material Safety Data Sheet (MSDA)
- Handling and use of hazardous materials
- Proper lifting and bending techniques
- Techniques to avoid accidents

OSHA TRAINING

In an effort to provide a safe and healthy environment for employees, customers and the general public, C&L Associates will ensure that all employees are familiar with the standards and guidelines set forth in the Occupational Safety and Health Act of 1970 within the first month of employment.

FORMS TRAINING

Employees will be trained on how to use and/or properly complete all forms associated with the position to which they are hired. These forms include but are not limited to the following:

- a. Material Safety Data Sheets (MSDS)
- b. Quality Control Inspection Forms
- c. Contract specification forms

ATTACHMENT:

Job Description
Scope of Work

C&L ASSOCIATES OF TALLAHASSEE ADMINISTRATIVE POLICY

SUBJECT: DRUG-FREE WORKPLACE	NUMBER: 003
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PURPOSE

To establish procedures for ensuring a drug-free workplace for employees of C&L Associates of Tallahassee, Inc.

DEFINITIONS

Drugs – Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors, amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the above substances.

POLICY

The use of illegal drugs by C&L Associates employees, whether on duty or off duty, is contrary to the efficiency of the company. C&L Associates employees are required to refrain from the use of non-prescribed drugs and from being under the influence of non-prescribed drugs while at the workplace. Persons who unlawfully use drugs or who are under the influence of illegal drugs while in the workplace are deemed not suitable for employment.

PROCEDURES

- a. Employees who are convicted of any criminal drug statute because of a violation occurring in the workplace, shall notify their site supervisor in writing no later than five calendar days after such conviction.
- b. A supervisor who is notified of an employee's drug conviction shall provide written notice of the conviction to the President or Vice President within five calendar days, unless the supervisor verifies that the President or Vice-President has knowledge of the conviction.
- c. Employees are expressly forbidden to manufacture, distribute, dispense or possess, anywhere in the workplace, any illegal drug. Employees may only have in the workplace drugs prescribed for the employee by a licensed physician.
- d. No person shall be denied or deprived employment solely on the grounds of prior drug abuse.
- e. Substance abuse training will be provided for supervisory personnel to assist in identifying and addressing illegal drug use by company employees.

TYPES OF DRUG TESTING

1. Reasonable Suspicion Drug Testing

C&L Associates will require an employee to submit to drug testing when there is a reasonable suspicion of drug use. Reasonable suspicion drug testing shall not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inference may be based upon:

- Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
- Evidence that an individual has tampered with a drug test.
- Information that an employee has caused or contributed to an accident while at work.
- Evidence that the employee has used, possessed, sold, solicited, or transferred drugs while working.

2. Follow-Up Testing

If an employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the company may require the employee to submit to a drug test as a follow-up to such a program, and on a quarterly, semiannual, or annual basis for up to two years thereafter.

Discipline

C&L Associates will discipline employees for confirmed drug use except that the company may waive or invoke more lenient discipline for an employee's first confirmed drug use when the employee enrolls in and successfully completes an appropriate employee assistance program. Confirmed use of alcohol or any other drugs will result in a written reprimand to a three-day suspension for a first occurrence and dismissal for a second occurrence. If an employee refuses to submit to a drug test, the company shall not be barred from discharging or disciplining the employee.

Employee Assistance Program

- a. All employees with a first positive confirmed drug test will be given the opportunity to participate in, at the employee's expense, an employee assistance program or alcohol and drug rehabilitation program.
- b. The names, addresses, and telephone numbers of local employee assistance programs and alcohol and drug rehabilitation programs are made available to employees through contacting the company President at (850) 228-0900.

ATTACHMENT:

Acknowledgment Form

C&L ASSOCIATES OF TALLAHASSEE, INC. ADMINISTRATIVE POLICY

SUBJECT: QUALITY CONTROL	NUMBER: 004
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PURPOSE

To establish procedures for ensuring quality control mechanisms are in place for all contracts C&L Associates of Tallahassee, Inc. provides service.

POLICY

C&L Associates of Tallahassee, Inc., is dedicated to providing high quality service to the clients we serve. In order that we may maintain our reputation for detail, each aspect of the services rendered under any contract, including quality of work, will be inspected by the project manager, daily.

PROCEDURE

Quality Control Inspection Form

A detailed inspection covering a minimum of 20% of the maintained space will be performed nightly and reported on the quality control form. No less than once a week, 100% of the maintained space will be inspected. A written report will be maintained of these inspections, and a copy will be submitted the Contract Manager of each job, upon request. Quality Control Inspection forms will be filled out daily by all site supervisors in order to ensure that bid specifications are being met. In addition to compliance with bid specifications, these forms are utilized as a tool for the quality of service.

Complaints/Requests Log

Each site supervisor is required to maintain a communication log on a daily basis that will report all requests or complaints. This log must include at a minimum the following:

- a. Caller or name of person making request
- b. Location
- c. Time received
- d. Nature of request or complaint
- e. Time completed
- f. Employee responsible for completing job

All complaints that cannot be resolved within 24 hours must be immediately reported to the contract manager.

Meetings with Contract Manager

- a. The Project Manager is required to meet on a monthly basis with the Contract Manger of each site C&L Associates of Tallahassee, Inc., provides service. The purpose of this meeting will be to discuss the fulfillment of contract specifications and the quality of service being provided. Any complaints received will be reviewed and addressed during the monthly meeting. Any complaints requiring additional information or research, in order to resolve the issue(s), will be conducted by the project manager. In the event the project manager is unable to attend this meeting the President or

b. The owner or project manager will meet no less than once a month with the Contract Manager to review the monthly report, discuss cleaning issues and address any other related issues.

ATTACHMENT:
Quality Control Inspection Form

**C&L ASSOCIATES OF TALLAHASSEE, INC.
ADMINISTRATIVE POLICY**

SUBJECT: STANDARDS FOR EMPLOYEES REGARDING VIOLENCE IN THE WORKPLACE, SEXUAL HARASSMENT AND DISCRIMINATION	NUMBER: 005
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PURPOSE

To establish procedures for ensuring a safe and pleasant working environment for C&L Associates employees and employees of the facilities in which C&L Associates is under contract.

I. VIOLENCE IN THE WORKPLACE

C&L Associates of Tallahassee, Inc., will not tolerate any type of violence by any employee during the performance of company business. This includes the display of violent, aggressive, or threatening behavior (verbal or physical) that results in physical injury or emotional trauma or otherwise places any person's safety or productivity at risk.

Anyone who threatens, harasses, or batters someone at the workplace or from the workplace using any Corporate resources such as workplace phones, FAX machines, mail, e-mail or other means is acting in violation of the Company's policy, and will be subject to corrective action, which may include dismissal and notification to local law enforcement.

Possession, use, or threat of use of a weapon is not permitted in any facility under contract with C&L Associates. Anyone who becomes aware of a weapon shall immediately notify their crew supervisor. Any employee found in violation of the Company's weapon policy will be terminated immediately.

Any employee, or subcontractor's employee, who becomes aware of an instance or instances of violence, aggression, threatening behavior, or unauthorized possession of a firearm as described in this section shall report such occurrence to his or her crew supervisor as soon as practicable. The Company will promptly investigate the incident; and report it to the appropriate authorities.

II. SEXUAL HARASSMENT

C&L Associates of Tallahassee, Inc., will not tolerate sexual harassment directed at, or occurring in the presence of, any employee. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature from any person directed towards or in the presence of an employee or employment applicant, when the conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Any employee of C&L Associates or entity doing business with C&L Associates who witnesses or overhears another employee of the Company engaging in such conduct has the duty to report the conduct and the name(s) of the offender(s) to his or her supervisor as soon as practicable. Any employee found in violation of the Company's sexual harassment policy will be terminated immediately.

III. DISCRIMINATION

C&L Associates of Tallahassee, Inc., will not tolerate discrimination based on race, color, gender, age, religion, national origin, marital status, handicap, or political affiliations; directed at, or occurring in the presence of any Department employee. Conduct that is offensive due to its discriminatory nature includes actions, as well as verbal expressions such as slurs, insults, and comments. Any employee or entity doing business with the Company who witnesses or overhears another employee of the company engaging in discriminatory conduct has the duty to report such conduct and the names of the offender(s) to his or her supervisor as soon as practicable. Any employee found in violation of the Company's discrimination policy will be terminated immediately.

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-03-10-15-13

Bid Title: Custodial Services, County Wide

Opening Date: Tuesday, March 10, 2015 at 2:00 PM

Item/Vendor	C+L Associates	Nelsonic, Inc.	Contractor's Enterprises
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	\$ 0.073	\$ —	\$ —
Group 2	\$ 0.0749	\$ 0.0985	\$ 0.07
Group 3	\$ 0.109	\$ 0.1065	\$ 0.07
Group 4	\$ 0.15	\$ 0.2150	\$ 0.07
Group 5	\$ 0.135	\$ 0.1195	\$ —

Tabulated By: Shelley Kelley

[Signature]

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-03-10-15-13

File Title: Custodial Services, County Wide **Opening Date:** Tuesday, March 10, 2015 at 2:00 PM

Item/Vendor	Associated Services + Supplies	Tribond	Stackon Maintenance Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Base Bid:			
Group 1	\$ —	\$ 0.21	\$ 0.0858
Group 2	\$ 0.14312	\$ 0.21	\$ 0.1365
Group 3	\$ —	\$ 0.21	—
Group 4	\$ 0.2416	\$ 0.21	—
Group 5	\$ —	\$ 0.21	—

Tabulated By: Shelley Keller

[Signature]

LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-03-10-15-13

Bid Title: Custodial Services, County Wide

Opening Date: Tuesday, March 10, 2015 at 2:00 PM

Item/Vendor	Executive Cleaning	USS1	Superior Janitorial Group
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	No
Base Bid:			
Group 1	\$ —	\$ 0.093	—
Group 2	—	\$ 0.097	\$ 1.10
Group 3	\$ 0.12	\$ 0.105	\$ 1.05
Group 4	\$ 0.19	\$ 0.211	\$ 2.35
Group 5	\$ 0.092	\$ 0.089	\$ 1.05

Tabulated By:

Shelley Kelley

SKK