



# Alachua County Budget and Fiscal Services Procurement

Larry M. Sapp, CPPB  
Procurement Manager

Darryl R. Kight, CPPB  
Procurement Supervisor

July 30, 2020

RE: Addendum #1  
Bid 21-32 Rebid Annual Painting Services

Dear Sir/Madam:

Please be aware of the following clarifications regarding the above referenced Bid:

## QUESTIONS & ANSWERS

Q #1: Can you provide me with the Award Document information for FR 19-32 Annual Painting Services?

A #1: See attached FR 19-32 Annual Painting Services

Q #2: Could you provide me with the bid info of the awardees?

A #2: See attached submittals

Q #3: Can I also get the bid please?

A #3: See attached BID 19-32 Annual Painting Services

**NOTE:** You should acknowledge receipt of this addendum on your Bid Form.

**End of Addendum # 1**

Sincerely,

*Markisha Boykin*

Markisha Boykin  
Procurement Agent

MB/bf

# FR 19-32 Annual Painting Services



## Alachua County Budget and Fiscal Services Division of Purchasing

Larry M. Sapp, CPPB  
Purchasing Manager

Darryl R. Kight, CPPB  
Purchasing Supervisor

July 31, 2018

### MEMORANDUM

**To:** Alachua County Board of County Commissioners  
**From:** Larry M. Sapp, CPPB, Purchasing Manager *LS*  
**Subject:** Bid 19-32 Annual Painting Services

Deadline for Receipt of Bids: 2:00 PM, Wednesday, June 6, 2018  
Advertisement Dates: April 25, 2018 and May 2, 2018  
Notifications sent to: 639 Vendors  
Solicitations Requested by: 15 Vendors  
Bid(s) Received From: 4 Vendors

### Firms:

Lasa Construction, Inc.  
Jacksonville, FL

Natural Elements Painting & Repair, LLC.  
Gainesville, FL

Marathon Resource Management  
Ashland, VA

Quick Painting Group  
Orlando, FL

### ADMINISTRATIVE RECOMMENDATION:

Approve the award of 19-32 Annual Painting Services, to **Quick Painting Group** (Primary) and **Marathon Resource Management** (Secondary), as the lowest responsible and responsive bidder(s) meeting specifications.

APPROVED THIS 14<sup>th</sup> DAY OF August, 2018.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

*[Signature]*  
Chairperson

ATTEST:

*[Signature]*

Clerk

LS/MM/bf

# Submittal PRICING 19-32 Quick Painting Group

EXHIBIT A

## BID FORM

**BID NUMBER:** 19-32: Annual Painting Services

**BID OPENING DATE:** 2:00 pm, Wednesday, May 16, 2018

**PLACE OF BID OPENING:** Alachua County Division of Purchasing, 3<sup>rd</sup> Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida, 32601-6983

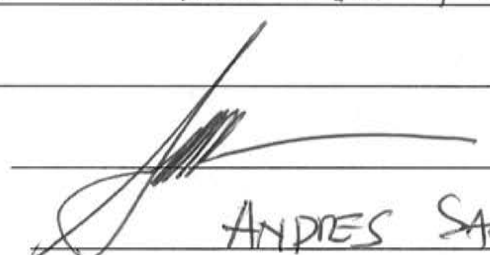
TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

ITEM BID All charges (trip charge, fuel charge, labor, etc.) must be included in bid pricing.	Regular Hours 7:00 AM- 5:00 PM (Mon-Fri)	Before & After Regular Hours, including Weekends and Holidays
Painter, Master	<u>28.12</u> /hour	<u>34.50</u> /hour
Painter, Helper	<u>25.50</u> /hour	<u>29.00</u> /hour

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: ANDES SANCHEZ Company: Quick Painting Group.  
Address: 9040 DOWDEN RD. #314, ORLANDO, FL 32827

Authorized Signature:  Title: PRESIDENT.

Clearly Print Name: ANDES SANCHEZ

Phone: 786-451-0886 Fax: — Date: 05/15/18

Email Address: QUICK PAINTING GROUP@GMAIL.COM

## RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT:

ANDES SANCHEZ

ADDRESS:

9040 DOWDEN RD #314 ORLANDO, FL 32827

PHONE NO.:

786-451-0886

FAX NO.:

Email Address:

QUICKPAINTINGGROUP@GMAIL.COM

ALTERNATE RESPONSIBLE AGENT:

ANA CASTILLO

ADDRESS

9040 DOWDEN RD #314 ORLANDO FL 32827

PHONE NO.

407-733-04-01

FAX NO.

Email Address:

INFO@QUICKPAINTINGGROUP.COM

SIGNED:



DATE:

05/15/18

Small Business Enterprise (SBE) Program Participation Form

**BID NUMBER: 19-32: Annual Painting Services**

***OPTION 1***

I certify that our Company is an **Alachua County Certified Small Business Enterprise (SBE)** registered prior to the Bid opening.

**Circle One:**      **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 2.*)**

***OPTION 2***

I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this bid.

**Circle One:**      **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 3.*)**

# **OPTION 3**

**SBE Participation.** I certify that our Company has contacted the **Alachua County's Certified SBEs** listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory, available at:  
<http://smallbusdir.alachuacounty.us/> .

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for **the total dollar value and percentage of the bid** set forth below.

**If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to *Option 4* and document your Good Faith Effort.**

SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)

BID NUMBER: 19-32: Annual Painting Services

**OPTION 4**

**SBE Good Faith Effort.** To be considered responsive all Vendors **must have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor must complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Section 22.36, of the Alachua County Purchasing Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response **MUST** be recorded in the section below.)

1	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
Must be completed by. SBE Response when contacted:		
2	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
Must be completed by. SBE Response when contacted:		
3	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
Must be completed by. SBE Response when contacted:		
4	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
Must be completed by. SBE Response when contacted:		
5	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
Must be completed by. SBE Response when contacted:		
6	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
Must be completed by. SBE Response when contacted:		
7	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: Phone:	/ /
Must be completed by. SBE Response when contacted:		

BID NUMBER: 19-32: Annual Painting Services

I as the undersigned Vendor certify that I have completed one of the option(s) below *(Circle One)*:

**OPTION 1****OPTION 2****OPTION 3****OPTION 4**

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) the Division of Purchasing at 352.374.5202, for direction.**

Vendor Name:

Quick Painting Group

Date

05/15/18

Signature



Title

RESIDENT.

Printed Name:

ANDES SANCHEZ

Title

RESIDENT.



ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

Bid 19-32: Annual Painting Services

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Please mark the appropriate box below that applies to how you pay your employees:

1.	<input checked="" type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$13.00 hourly</b> and are provided health benefits?
2.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$15.04 hourly but are not provided health benefits?</b>

Bidder: QUICK PAINTING GROUP Company: ANDES SANCHEZ

Authorized Signature: [Signature] Title: PRESIDENT

Clearly Print Name: ANDES SANCHEZ Phone: 786-451-0886

Email Address: QUICKPAINTINGGROUP@GMAIL.COM

## DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

Quick Painting Group  
Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]  
Bidder's Signature

05/15/18  
Date

## PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

## I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

QUICK PAINTING GROUP

Bidder's Signature

Date

05/15/18

--- OR ---

## II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

---



---



---



---

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature

Date

## BIDDER'S QUESTIONNAIRE

Bidder's Name:

Quick Painting Group Corp.

Bidder's Address:

9040 POWDER RD #314 ORANGEPhone: 786-457-0896

Number of years in this type of service?

10

Number of years licensed in Alachua County:

2

Number of employees "ON THE JOB" each week:

10

Number of employees "ON CALL" each week:

10

Will you subcontract any part of this work:

Yes ☐ No ☒

If so, give details: \_\_\_\_\_

List all major equipment which will be available upon commencement of the agreement to perform the required service:

LIFT 34' GEANNI (4) GRACO SPRAYER 5900 (5) 4000PSI RESERVE WASHING (5) WORKS TRUCKS (1) BEASTING MACHINE GRACO

Do you currently hold any municipality contracts:

Yes ☒ No ☐

If so, please indicate below:

UTILITIES DEPT ORANGE C.FIRE RESCUE ORANGE C.5 YEARS CONTRACT. BENTON CITY

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm:

ORANGE COUNTY FIRE RESCUE

Phone:

407-836-9048

Contact Person:

RANDALL MAYO

2) Firm:

JENNIFER HUMPHRY

Phone:

407-254-9655

Contact Person:

UTILITIES DEPT.

3) Firm:

HOUSING AUTHORITY, FORT PIERCE

Phone:

772-429-6635

Contact Person:

DIANNA JENNIS

Are your employees screened by: (indicate)

1) Polygraph \_\_\_\_\_

2) General Interview \_\_\_\_\_

(3) Background Investigation \_\_\_\_\_

(4) Police Record Check \_\_\_\_\_

5) Additional \_\_\_\_\_

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes ☐ No ☒ If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours:

(8) hrs

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

SCHEDULE OF WORK, EXECUTION, DELIVERY JOB

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE:

05/15/18

AUTHORIZED SIGNATURE: \_\_\_\_\_

## Proposed Subcontractors (Non-Small Business Enterprise) Form

BID NUMBER: 19-32: Annual Painting Services

This form is for all Non-Small Business Enterprise subcontractors being utilized on this project that are not included on Exhibit C.

Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)

If additional space is required for your subcontractor listing, make copies of this Exhibit H and submit with you bid package.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2018

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

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

PRODUCER	CONTACT NAME:
FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	PHONE (A/C, No, Ext): (800) 277-1620 X 4800 FAX (A/C, No): (727) 797-0704
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Frank Winston Crum Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 478361

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC201800000	01/01/2018	01/01/2019	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X			E.L. DISEASE-EA EMPLOYEE \$1,000,000
							E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Effective 02/19/2018, coverage is for 100% of the employees of FrankCrum leased to Quick Painting Group Corp (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

## CERTIFICATE HOLDER

## CANCELLATION

Orange County Board of County Commissioners Procurement Division 400 E. South Street, 2nd Floor Orlando, FL 32801	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 







# Alachua County Budget & Fiscal Services Division of Purchasing

Larry M. Sapp, CPPB  
Purchasing Manager

Darryl R. Kight, CPPB  
Purchasing Supervisor

May 15, 2018

RE: Addendum #1  
Bid: 19-32 Annual Painting Services

Dear Sir/Madam:

Please be aware of the following clarifications regarding the above referenced BID:

The above **Bid Opening Date** has been extended to **June 6, 2018, at 2:00 PM**. All Bids must be received at the Purchasing Department, 3<sup>rd</sup> Floor Administration Building; 12 SE 1<sup>st</sup> Street; Gainesville, FL 32601-6893. The addendum deadline is May 26, 2018.

**NOTE:** You should acknowledge receipt of this addendum on your Bid Form.

End of Addendum #1

Sincerely,

Markisha Boykin, Purchasing Agent

MB

  
05/29/18



**QP**

QuickPainting**GROUP**

Bid N.: 19-32 Annual Painting Services

2:00 Pm May 16, 2018

Alachua County Div. of Purchasing, 3rd Floor

12 Se 1st Street, Gainesville,  
Fl. 32601-6983

ORIGINAL.

JUN 6 '18 PM12:32

# Submittal PRICING 19-32 Marathon Resource Management

## BID FORM

EXHIBIT A

**BID NUMBER:** 19-32: Annual Painting Services

**BID OPENING DATE:** 2:00 pm, Wednesday, May 16, 2018

**PLACE OF BID OPENING:** Alachua County Division of Purchasing, 3<sup>rd</sup> Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida, 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

ITEM BID All charges (trip charge, fuel charge, labor, etc.) must be included in bid pricing.	Regular Hours 7:00 AM- 5:00 PM (Mon-Fri)	Before & After Regular Hours, including Weekends and Holidays
Painter, Master	\$40. <sup>00</sup> /hour	\$40. <sup>00</sup> /hour
Painter, Helper	\$25. <sup>00</sup> /hour	\$25. <sup>00</sup> /hour

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: Chris Lhuillier Company: Marathon Resource Management

Address: 10469 Athlete Station Rd  
Ashland VA 23005

Authorized Signature: Chris Lhuillier Title: Chief operating officer

Clearly Print Name: Chris Lhuillier

Phone: 804 763 9148 Fax: 804 368 0727 Date: 5/2/18

Email Address: clhuillier@marathonrmg.com

## RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: Chris Thuillier

ADDRESS: 10469 Atlee Station Rd

PHONE NO.: 804 763 9148

FAX NO.: 804 368 0727

Email Address: c.thuillier@marathonrmg.com

ALTERNATE RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

Email Address: \_\_\_\_\_

SIGNED: Chris Thuillier DATE: 5/9/18

**ATTENTION:**

**VENDOR**

**MUST**

**COMPLETE AND**

**SIGN EXHIBIT C**

**TO BE**

**CONSIDERED**

**RESPONSIVE**

Small Business Enterprise (SBE) Program Participation Form

**BID NUMBER: 19-32: Annual Painting Services**

***OPTION 1***

I certify that our Company is an Alachua County Certified Small Business Enterprise (SBE) registered prior to the Bid opening.

**Circle One:**      **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 2.*)**

***OPTION 2***

I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid.

**Circle One:**      **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 3.*)**

BID NUMBER: 19-32: Annual Painting Services

## OPTION 3

**SBE Participation.** I certify that our Company has contacted the Alachua County's Certified SBEs listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory, available at:

<http://smallbusdir.alachuacounty.us/> .

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for the **total dollar value and percentage of the bid** set forth below.

**If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to *Option 4* and document your Good Faith Effort.**

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> SBE Name of Contractor </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Address </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Scope of Work to be Performed  \$ _____ %  (Est \$ Value) (Est % of Total Bid) </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> SBE Name of Contractor </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Address </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Scope of Work to be Performed  \$ _____ %  (Est \$ Value) (Est % of Total Bid) </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> SBE Name of Contractor </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Address </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Scope of Work to be Performed  \$ _____ %  (Est \$ Value) (Est % of Total Bid) </div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> SBE Name of Contractor </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Address </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Scope of Work to be Performed  \$ _____ %  (Est \$ Value) (Est % of Total Bid) </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> SBE Name of Contractor </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Address </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Scope of Work to be Performed  \$ _____ %  (Est \$ Value) (Est % of Total Bid) </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> SBE Name of Contractor </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Address </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Scope of Work to be Performed  \$ _____ %  (Est \$ Value) (Est % of Total Bid) </div>
---	---

BID NUMBER: 19-32: Annual Painting Services

**OPTION 4**

**SBE Good Faith Effort.** To be considered responsive all Vendors **must have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor must complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Section 22.36, of the Alachua County Purchasing Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response **MUST** be recorded in the section below.)

1	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
2	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
3	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
4	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
5	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
6	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
7	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		

BID NUMBER: 19-32: Annual Painting Services

I as the undersigned Vendor certify that I have completed one of the option(s) below *(Circle One)*:**OPTION 1****OPTION 2****OPTION 3****OPTION 4**

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4**, CALL (48 hours prior to bid opening) the Division of Purchasing at 352.374.5202, for direction.

Vendor Name: Marathon Resource Management Group, LLC Date 5/9/18Signature Chris Lhuillier Title C.O.O.Printed Name: Chris Lhuillier Title C.O.O.



ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

Bid 19-32: Annual Painting Services

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Please mark the appropriate box below that applies to how you pay your employees:

1.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$13.00 hourly</b> and are provided health benefits?
2.	<input checked="" type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$15.04 hourly but are not provided</b> health benefits?

Bidder: Chris Chullier Company: Marathon Resource Management

Authorized Signature: Chris Chullier Title: C.O.O.

Clearly Print Name: Chris Chullier Phone: 804 763 9148

Email Address: cchullier@marathonrmg.com

## DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

Marathon Resource Management  
Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Chris Shuller C.O.O.  
Bidder's Signature

5/2/18  
Date

## PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida 'public records' are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

## I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Chris Sullivan C.O.O.                      5/9/18  
Bidder's Signature                      Date

- - - OR - - -

## II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

\_\_\_\_\_  
Bidder's Signature                      Date

## BIDDER'S QUESTIONNAIRE

Bidder's Name: Marathon Resource Management Group  
 Bidder's Address: 10469 Atlee Station Rd Phone: 804 763 9148  
Ashland VA 23005  
 Number of years in this type of service? 20 Number of years licensed in Alachua County: \_\_\_\_\_  
 Number of employees "ON THE JOB" each week: \_\_\_\_\_ Number of employees "ON CALL" each week: \_\_\_\_\_  
 Will you subcontract any part of this work: Yes ☒ No ☒ If so, give details: \_\_\_\_\_

List all major equipment which will be available upon commencement of the agreement to perform the required service:

Do you currently hold any municipality contracts: Yes ☒ No ☐ If so, please indicate below:

County of Albemarle - Painting  
Hanover County - Painting

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

- 1) Firm: County of Albemarle Phone: (434) 296-5854 / Ext. 3145  
 Contact Person: Lisa Thomas
- 2) Firm: Hanover County Phone: (804) 365-6104  
 Contact Person: Dawn M. Parent
- 3) Firm: ECR VA 61 Phone: (804) 901-4811  
 Contact Person: Chris Bradley

Are your employees screened by: (indicate)

- 1) Polygraph \_\_\_\_\_
- 2) General Interview \_\_\_\_\_
- 3) Background Investigation ☒
- 4) Police Record Check \_\_\_\_\_
- 5) Additional \_\_\_\_\_

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes \_\_\_\_\_ No ☒. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: 24/7/365

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

We will adhere to all of the requirements

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: 5/2/18

AUTHORIZED SIGNATURE: Chris Shindler

## Proposed Subcontractors (Non-Small Business Enterprise) Form

BID NUMBER: 19-32: Annual Painting Services

This form is for all Non-Small Business Enterprise subcontractors being utilized on this project that are not included on Exhibit C.

Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)

If additional space is required for your subcontractor listing, make copies of this Exhibit H and submit with you bid package.

**TYPE "A" INSURANCE REQUIREMENTS  
"ARTISAN CONTRACTORS / SERVICE CONTRACTS"**

The Contractor shall procure and maintain for the duration of this 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/vendor, his agents, representatives, employees or subcontractors.

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

**AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

**EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

**II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:**                      **Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

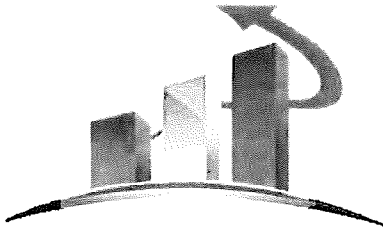
**The Certificate of Insurance must contain the following:**

**Department Contact: Dan Bass**

**Department: Facilities Management**

**Department Phone: 352.374.5229**

**Bid: 19-32 Annual Painting Services**



## MARATHON RESOURCE MANAGEMENT GROUP

Marathon Resource Management Group is a Women Owned Small Business (WOSB) that is a full service construction, facility maintenance and asset management company. We have a well-developed team of experts with an array of specialties to cover every aspect of the industry including project planning, execution and management. Marathon Resource Management Group was established in 1997 in Ashland, Virginia.

Heather Garnett is the owner of Marathon Resource Management Group. Principals include: Bryan Garnett, President and Tripp Brightwell, Vice President.

As a company, we have obtained a Class A Contractor's license, see enclosed certificate, in the state of Virginia. As an applicable business we have a Federal Identification Number, 45-4115268, as well as a State Corporation Commission ID Number, S3880194.

We have an enormous amount of resources, such as equipment, materials, etc. at our disposal. Therefore, WJCC would always be revered and managed as our primary customer and conflicting deadlines occurring simultaneously would have no effect on work performed for this contract.

We have a total of thirty (30) employees employed here at Marathon Resource Management Group. The dedicated employees to which will be devoting their time into this contract will be our top six (6) team players. Bryan Garnett is the CEO. He and his wife opened the business twenty (20) years ago. Bryan is beyond qualified for this position. Tripp Brightwell is the President of the company. He essentially keeps the business functioning inside and out. He has been with Marathon for twenty (20) years and has serviced many properties with all asset management contracts nationwide. Chris Lhuillier, COO, has ten (10) years' experience with snow removal, landscaping, facility management contracts along w/ remodeling. John Barnes, Director of Services, has worked in the same capacity for ten (10) years. For six (6) years' Stephen Kontra, Sr. Special Projects manager and Corey Umberger, Regional Account Managers has served in the same capacity including commercial and government customers.



Marathon Resource Management Group has an array of exceptional customers. Enclosed we have included references as requested. We are hopeful you will find Marathon as a trusted vendor partner.

Marathon Resource Management Team Members

Bryan Garnett, CEO	(804) 641-8162
Tripp Brightwell, President	(804) 334-1339
Chris Lhuillier, Chief Operating Officer	(804) 501-8391
John Barnes, Director of Services	(804) 304-9426
Stephen Kontra, Regional Account Manager	(804) 787-4315
Corey Umberger, Regional Account Manager	(804) 349-8048

If you have any questions, you can reach me at (804) 501-8391.

Sincerely,



Chris Lhuillier

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

### MARATHON RESOURCE MANAGEMENT GROUP LLC

Is a certified Small, Women Owned

Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.  
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 711667  
Valid Through: Sep 21, 2022

Accordingly Certified

A handwritten signature in black ink, appearing to read "Tracey G. Willey".

Tracey G. Willey, Director

CERTIFIED

**SWaM**

Small,  
Women and  
Minority-Owned  
Supplier Diversity Strengthens the Commonwealth  
by the Virginia Department of Small Business & Supplier Diversity



## **COMMERCIAL REFERENCES**

### **SUPERVALU**

Sam Rice  
8258 Richfood Road  
Mechanicsville, VA 23116  
PHONE: 804-349-4656  
EMAIL: [sam.w.rice@supervalu.com](mailto:sam.w.rice@supervalu.com)

LENGTH OF SERVICE: 20 years  
STATUS: Active

### **ADLER GROUP**

William Sapon  
5739 S. Laburnum Avenue  
Richmond, VA 23231  
PHONE: 804-432-7284  
EMAIL: [Bill.sapon@suntrust.com](mailto:Bill.sapon@suntrust.com)

LENGTH OF SERVICE: 2 years  
STATUS: Inactive

### **DEPT. OF MILITARY AFFAIRS**

Wesley Sims  
Building 316, Fort Picket, 10th Street  
Blackstone, VA 23824  
PHONE: 434-294-1466  
EMAIL: [wesley.n.sims.nfg@mail.mil](mailto:wesley.n.sims.nfg@mail.mil)

LENGTH OF SERVICE: 2 years  
STATUS: Active

**Jones Lang LaSalle (JLL)**

Michael Washington  
Regional Operations Manager  
P.O. Box 7580  
Hicksville, NY 11802  
PHONE: 813-293-9361  
EMAIL: [michael.washington@verizon.com](mailto:michael.washington@verizon.com)

LENGTH OF SERVICE: 1 year  
STATUS: Active

**VA Department ABC**

Mary Zapata  
Procurement Officer  
2701 Hermitage Rd. Room 2057  
Richmond, VA 23220  
Phone: 804-213-4625  
EMAIL: [mary.zapata@abc.virginia.gov](mailto:mary.zapata@abc.virginia.gov)

Length of Service: 2 years  
Status: Active

**Department of Motor Vehicles (DMV)**

Natalie Billips  
Buyers Specialist  
2300 West Broad Street  
Richmond, VA 23220 / Rm 726  
Phone: 804-497-7194  
EMAIL: [natalie.billups@dmv.virginia.gov](mailto:natalie.billups@dmv.virginia.gov)

Length of Service: 3 years  
Status: Active

**Avis Electric Inc.**

Henry Bajer  
Executive Vice President  
8434 Meadowbridge Road  
Mechanicsville, VA 23116  
Phone/Office: (804)-730-2112  
Phone/Cell: (804)-641-3199  
EMAIL: [henry.e.bajer@aviselectric.com](mailto:henry.e.bajer@aviselectric.com)

Length of Service: 20 years  
Status: Active

**Emerge61 Consulting**

Chris Bradley  
Executive Vice President  
4700 Oakley's Lane  
Richmond, VA 23231  
Phone: (804)-901-4811  
EMAIL: [chris@ecrva61.com](mailto:chris@ecrva61.com)

Length of Service: 1 year  
Status: Active

**Sharon Kretchkin**

Maine Department of Dept. of Transportation  
16 State House Station  
Augusta, MA 04333  
Phone: 207-624-3038  
EMAIL: [sharon.krechkin@maine.gov](mailto:sharon.krechkin@maine.gov)

Length of Service: 1 year  
Status: Active

**Dawn M. Parent**

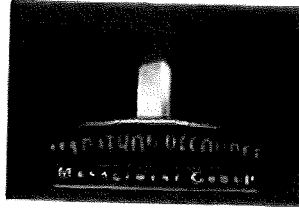
Purchasing Office  
Hanover County Purchasing Dept.  
Phone: 804-365-6104  
EMAIL: [DMParent@hanovercounty.gov](mailto:DMParent@hanovercounty.gov)

Length of Service: 3 years  
Status: Active

**Debra Shifflett**

County of Albemarle / Buyer  
401 McIntyre Rd. Room 248  
Charlottesville, VA 22902  
Phone: 434-296-5854 Ext. 3130  
EMAIL: [dshifflett3@albemarle.org](mailto:dshifflett3@albemarle.org)

Length of Service: 3 years  
Status: Active



10469 Ashe Station Rd. Ashland, VA 23005

## CAPABILITY STATEMENT

Phone: (888) 612-6613 | Email: [Support@marathonrmg.com](mailto:Support@marathonrmg.com) | [www.marathonrmg.com](http://www.marathonrmg.com)

### COMPANY OVERVIEW

Marathon Resource Management Group, LLC is a Women Owned Small Business (WOSB) headquartered in Ashland, Virginia. We have a national reach, including Canada and Puerto Rico, with regional operations offices located in Philadelphia, PA, Akron, OH, Norfolk, VA, Columbia, SC, Tallahassee, FL, Dallas, TX, and Sacramento, CA.

Marathon is founded upon decades of experience in an array of industries including project management, real estate management, building and grounds maintenance, and construction. Marathon was established to serve local, regional, and federal government agencies as well as industrial and commercial entities.

We pride ourselves in delivering innovative and flexible, project-specific solutions on-time and on-budget with an emphasis on increasing efficiencies and adding value to your organization.

- DUNS: 024015473
- Socio-economic certification: Women Owned Small Business
- NAICS Codes: 561730, 811310, 238160, 531290, 257130, 221310, 236220, 531912
- CAGE Code: 7HEL

### CORE PROFICIENCIES

With decades of experience in a variety of industries, we have the bandwidth to provide services in various areas including, but not limited to:

- Landscape Services
- Snow and Ice Removal
- Handyman Services
- Move Management Solutions
- Make Readies
- Exterior and Interior Painting
- Erosive Vegetation Control
- Parking Lot Installation and Repair
- Fire, Water, and Mold Remediation
- Roofing
- Flooring Installation and Service
- Student Housing Turns
- 24 Hour Emergency Services
- HVAC, Plumbing, and Electrical Services
- Cleaning Services
- Storm and Disaster Cleanup
- Concrete Services
- Locksmith Services

### FAST PERFORMANCE

*Cushman & Wakefield* – Subcontractor; Landscaping, snow removal, and handyman services

*James Lamy Lenoir* – Subcontractor; Landscaping and snow removal services, construction, and handyman services

*KIMCO Services* – Subcontractor; Landscaping and snow removal services

*SSC Service Solutions / Everest* – Subcontractor; Landscaping and snow removal services, construction, handyman and FM maintenance for major mechanical services

### COMPANY CONTACTS

- James Stewart, VP of Business Development, (940) 231-2979
- Chris Lhuillier, Chief Operating Officer, (804) 501-8391
- Tripp Brightwell, Technical SME, (804) 954-1339

### DIFFERENTIATORS

Marathon's team will support and maximize facility management and real estate property resources by executing proven integrated facility management solutions that provide:

- Decades of program/project management expertise
- Reducing costs while increasing efficiencies
- Knowledge and adherence to Facility Management Best Practices
- 24 hour emergency response
- Implementation of modernization strategies
- Extended experience with Critical Facilities
- Wide bandwidth of expertise on staff
- Strategic enterprise partnerships
- National coverage
- Utilization of leading-edge technology

*Clients depend on Marathon Resource Management Group's expertise and experience to achieve their regulatory, operational, and financial goals as well as increase their overall operational efficiency.*

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Marathon Resource Management Group, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **S**  
Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) **-**

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applicable to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**P.O. Box 112**

6 City, state, and ZIP code  
**Ashland, Va 23005**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

OR

Employer identification number								
4	5	-	4	1	1	5	2	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person  Date **1/3/2018**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by broker)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# CERTIFICATE OF LIABILITY INSURANCE

MARAT-1

OF ID: DC

DATE (MM/DD/YYYY)

11/01/2017

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**

SHL INSURANCE BRYAN  
BKPC  
8310 Market Road, Suite 203  
Richmond, VA 23230  
Jeffrey Stocum

**INSURED**

Marathon Resource Management  
Group, LLC  
P.O. Box 112  
Ashland, VA 23006

**CONTACT**

Bryan Kocen - BRG  
Tel. No. 804-238-8500  
Fax: 804-673-9110  
Address: bkocen@shlinsurance.com

**INSURER'S AFFORDED COVERAGE**

INSURER A: Ohio Casualty Ins. Co.

NAIC#  
24074

INSURER B:

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.

TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	COVERED BY (MM/DD/YYYY)	LIMITS
<b>A</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ENCS57153066	12/16/2016	12/16/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (See Commercial) MED EXP (Any one person) PERSONAL & ADVERTISING GENERAL AGGREGATE PRODUCTS - COM/OP AGG
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:					1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
<b>A</b> <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIREN AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAB57728161	12/16/2016	12/16/2017	COM/OP AGG BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE Per person
EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000					1,000,000
<b>A</b> <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000		USD 67153066	12/16/2016	12/16/2017	EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					5,000,000 5,000,000
<b>A</b> <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	XWQ67153066	12/16/2016	12/16/2017	PER STATUTE <input checked="" type="checkbox"/> OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
					1,000,000 1,000,000 1,000,000

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

**CERTIFICATE HOLDER**

INFOR-1

Informational Purposes only

**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

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved.  
The ACORD name and logo are registered marks of ACORD



ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID

**SPECIFICATION FOR:** Firm Fixed Bid Prices for **Annual Painting Services** for the benefit of the **Facilities Management Department** on an as needed basis.

**BID NUMBER:** 19-32

**BID OPENING DATE:** 2:00 pm, Wednesday, May 16, 2018

**PLACE OF BID OPENING and MAILING ADDRESS:** Alachua County Division of Purchasing, 3<sup>rd</sup> Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville Florida 32601-6983

**PART A - INSTRUCTIONS TO BIDDERS**

1.0 **GENERAL PROVISIONS**

- 1.1 **Purpose** - Alachua County is calling for and requesting the submission of bids for **Annual Painting Services**.

The herein included Instructions to Bidders (**PART A**), Terms and Conditions (**PART B**), Technical Specifications (**PART C**), Bidder's Check List (**PART D**); together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

- 1.2 **Submission of Bids** - Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.
- 1.3 All printed and photocopied documents related to the submission of this ITB and fulfillment of any resulting contract should be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content**.
- 1.4 **ONE (1) ORIGINAL SUBMISSION AND 1** copies of the bid in a sealed envelope, clearly marked **19-32: Annual Painting Services**" shall be delivered to the Alachua County Division of Purchasing, 3<sup>rd</sup> Floor County Administration Building 12 SE 1<sup>st</sup> Street, Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, May 16, 2018. The time/date stamp/clock on the Third Floor of the County Administrative Building shall serve as the official authority to determine timeliness of the responses. Responses, which for any reason are not timely received, will not be considered.**

**LATE BIDS WILL NOT BE CONSIDERED**

- 1.5 **Proprietary Information** - Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 **must be submitted in a separate envelope**, clearly identified as "**PUBLIC RECORDS EXEMPT**" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT F, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

- 1.6 Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

- 1.7 **Non-Warranty of Specifications** - Due care and diligence has been used in preparing these specifications. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.
- 1.8 **Inquiries/Questions** - No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Division of Purchasing, 3<sup>rd</sup> Floor, County Administration Building, 12 SE 1<sup>st</sup> Street, Gainesville, FL 32601-6983**, with reference to the appropriate bid number of the face of the envelope. All request for interpretation or corrections shall be received by the **Markisha Boykin** at (email address) [mboykin@alachuacounty.us](mailto:mboykin@alachuacounty.us) no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative**. All addenda so issued shall become part of the bid documents.
- 1.9 **Acceptance/Rejection** - Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.
- Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.
- 1.10 **Withdrawal of Bids** - Any bidder may withdraw his bid by telegraphic or written request at any time prior to the scheduled closing time for receipt of bids.
- All prices bid shall remain firm for a period of 90 days after the bid opening.
- 1.11 **Small Business Enterprise (SBE) Program Participation - MANDATORY**
- 1.11.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the bid opening.
- 1.11.2 The SBE Program Participation Form, **EXHIBIT C**, must be completed for your bid or proposal to be considered responsive.
- 1.11.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.
- 1.11.4 The County will award a 5% bid price preference, not to exceed \$50,000.00 on any single bid, to any SBE that submits a bid to the County.
- 1.11.5 The County will award a 3% bid price preference, not to exceed \$50,000.00 on any single bid, to any contractor that agrees to use SBEs for at least 15% of the dollar value of the bid.
- 1.11.6 The monetary value of the bid price preference given to a certified SBE in any particular procurement shall not exceed \$50,000.00.
- 1.11.7 If the adjusted bid price of the SBE vendor is equal to or lower than the original lowest responsive bid, the SBE will be awarded the contract.
- 1.11.8 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.
- 1.11.9 Proposed SBE Subcontractors Requirements:
- 1.11.9.1 Contractors submitting bids under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, **EXHIBIT C, Option 3**.
- 1.12 **Good Faith Effort Requirements**
- 1.12.1 If your bid or proposal does not comply with **Option 1, 2 or 3 of EXHIBIT C**, you must complete **Option 4 of EXHIBIT C**, to be considered responsive.
- 1.12.1.1 The Equal Opportunity Division maintains a directory of certified Small Business Enterprises (SBEs). The Alachua County Small Business Enterprise Directory is available at <http://smallbusdir.alachuacounty.us/>.

- 1.12.1.2 The Equal Opportunity Division shall determine what constitutes a “good faith effort” for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:
- 1.12.1.3 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.
- 1.12.1.4 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.
- 1.12.1.5 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
- 1.12.1.6 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **Option 4 of EXHIBIT C**.

1.13 **Alachua County Government Minimum Wage (GMW)**

- 1.13.1 Services solicited through for Bid are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”) which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. Bidders/Proposers should consider the cost of compliance, if any, when submitting bids.
  - 1.13.1.1 A contractor or subcontractor of the County providing a covered service to the County shall pay to all of its covered employees an Alachua County Government Minimum Wage of either the health benefit wage and provide health benefits or pay a non-health benefit wage.
  - 1.13.1.2 Alachua County Government Minimum Wage (GMW) for this contract will be:
    - 1.13.1.2.1 **\$13.00** per hour with qualifying health benefits amounting to at least **\$2.04** per hour
    - 1.13.1.2.2 **\$15.04** per hour without health benefits
- 1.13.2 The GMW rates are indexed (health benefit wage shall be recalculated on October 1<sup>st</sup> of each year) in accordance with Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”) and are effective as of April 22, 2016. Employees of **service contractors and subcontractors performing** the covered services pursuant to the following County service contracts must be paid not less than the GMW as specified above.
- 1.13.3 The contractor shall certify, **Exhibit D**, to the County that it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution, the certification shall become an obligation under the contract.
- 1.13.4 The bidders shall be required to execute the certification attached as **Exhibit D**, prior to the County executing the contract. Once executed, such certification will become a part of the contract; however, failure to provide and sign **Exhibit D** will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.
- 1.13.5 During the performance of this contract, the Contractor agrees as follows:
  - 1.13.5.1 The Contractor shall comply with the Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”) requirements. Failure to do so shall be deemed a breach of contract and shall authorize the County to withhold payment of funds until the GMW requirements have been met.
  - 1.13.5.2 The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

1.14 **Public Entity Crimes** - A person or affiliate who has been placed on the convicted vendor list following a conviction of 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, supplier, 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 F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

1.15 **Drug Free Workplace** Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace **EXHIBIT E**, secondly to certified Small Business Enterprises (SBEs) bidders.

- 1.16 **Proposed Subcontractors NON-SBE** - Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors (Non-Small Business Enterprise) Form, **EXHIBIT H**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

## 2.0 **QUALIFICATION OF BIDDERS**

- 2.1 **Consideration** - Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.
- 2.2 **Bidder's Questionnaire** - The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. **Bidders are requested to complete and return along with their bid the Bidder's Questionnaire EXHIBIT G.**
- 2.3 **Performance** - The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

## 3.0 **EXAMINATION OF PROPERTY**

- 3.1 **Bidder's Responsibility** - Before submitting his bid, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.
- 3.2 The bidder is also required to carefully examine the specifications and contract documents, to inform themselves regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Failure to do so will not relieve the bidder of complete performance under the contract.

## 4.0 **QUALITY**

- 4.1 All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

## 5.0 **LAWS, PERMITS AND REGULATIONS**

- 5.1 **Permit, Application, and License Fees** - The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- 5.2 **Compliance** - The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

## 6.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

- 6.1 **Consideration of Bid and Award** - The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.
- 6.2 The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.

- 6.3 If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within ninety (90) days after the opening of the bids by written notice to the successful bidder(s).
- 6.4 The County reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the County's judgment, will best serve its interest.

#### 7.0 **ACCEPTANCE OF BID**

- 7.1 **Acceptance of Offer** - The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the purchasing process and issuance of a Purchase Order or execution of a Contract by the County.

#### 8.0 **PERFORMANCE**

- 8.1 **Performance Time** - All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

#### 9.0 **COLLUSION**

- 9.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.
- 9.2 The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

#### 10.0 **ADDENDA**

- 10.1 Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

## **PART B - TERMS AND CONDITIONS**

### **1.0 DEFINITION OF TERMS**

- 1.1 Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

COUNTY/OWNER: Alachua County Board of County Commissioners, Alachua County, Florida or its authorized representative.

BID PRICE: The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a proposal/bid for the goods and/or services contemplated herein, or a duly authorized representative.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to opening of bids or execution of the Contract and Modifications.

CONTRACTOR: Any person, firm, corporation, or governmental entity with whom the County has executed a contract for the performance of the work, or his duly authorized representative.

DIRECTOR: The duly authorized representative of the Board of County Commissioners during the contract period as identified herein.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

SPECIFICATIONS: The directions, provisions, and requirements contained herein, together with all written agreements made setting out or relating to the method and manner of performing the requested services, the quality of material and personnel to be furnished under this contract. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the County of Alachua are hereby adopted and made part hereof as specifications.

WORK: To provide all management, supervision, labor, materials, supplies and equipment. To plan, schedule, coordinate and assure effective performance of all services described herein.

### **2.0 CONTRACTOR'S INSURANCE**

- 2.1 The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, **EXHIBIT I**.

- 2.2 Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

### **3.0 MODIFICATIONS**

- 3.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 3.2 The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

### **4.0 SEVERABILITY**

- 4.1 If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

5.0 **INDEPENDENT CONTRACTOR**

- 5.1 In the performance of this agreement, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

6.0 **TERM OF THE CONTRACT**

- 6.1 The agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a purchase order. Generally the term will begin on **October 1, 2018** and continue through **September 30, 2019** unless earlier terminated as provided herein. The county has the option of renewing this agreement for **two (2)** additional **two (2)** year-periods and the same terms and conditions outlined here in.
- 6.2 Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.
- 6.3 It is the intent of the County to issue a purchase order or enter into a contract in substantially, the FORM attached, **EXHIBIT I.**
- 6.4 A contract as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

7.0 **RESPONSIBLE AGENT**

- 7.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, **EXHIBIT B.**
- 7.2 The Department Director will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 7.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

8.0 **ASSIGNMENT OF PERSONNEL**

- 8.1 All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

9.0 **GOVERNING LAW**

- 9.1 This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

10.0 **AWARD OF CONTRACT(S)**

- 10.1 The County reserves the right to award contracts to more than one (1) firm as determined to be in the best interest of the County.

11.0 **ASSIGNMENT OF INTEREST**

- 11.1 The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

12.0 **INDEMNIFICATION**

- 12.1 The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that its indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns.
- 12.2 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.
- 12.3 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

13.0 **AMENDMENTS**

- 13.1 This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

14.0 **DEFAULT AND TERMINATION**

- 14.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
- 14.1.1 The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.
- 14.2 The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the County.
- 14.3 If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.
- 14.4 In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The County shall be the final authority as to the availability of funds.

15.0 **SUCCESSORS AND ASSIGNS**

- 15.1 The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.



16.0 **NON WAIVER**

- 16.1 The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

17.0 **BOOKS AND RECORDS**

- 17.1 The county shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

18.0 **ACCIDENT PREVENTION**

- 18.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 18.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

19.0 **WORKPLACE VIOLENCE**

- 19.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.
- 19.1.1 Battery: intentional offensive touching or application of force or violence to another.
- 19.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

20.0 **VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST**

- 20.1 Any actual or prospective bidder or proposer who believes that they have been aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the purchasing manager.
- 20.2 Any vendor complaints, grievance or protest shall first be submitted in writing to the purchasing manager within seven (7) calendar days following posting of the award recommendation on the County's web site. The purchasing manager will investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the purchasing manager's remedies, an appeal may be made to the county manager. The county manager will render a written response to the vendor. All decisions by the county manager shall be considered final, and no further appeal will be allowed.

## **PART C- TECHNICAL SPECIFICATIONS**

### **1.1 SCOPE OF SERVICES**

- 1.2 The Purpose of this bid is to establish a firm pricing for contracting with a vendor for **Annual Painting Services** at various County buildings for both scheduled projects and emergency repairs. The awarded Contractor will be required to provide one or more crews as required by the Facilities Management Department to perform painting services as it relates to remodeling, renovations or maintenance work on County owned and operated buildings.
- 1.3 The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

### **2.1 GENERAL CONDITIONS**

- 2.2 The Contractor will be under the direct supervision of the Facilities Management Department personnel for work assignments.
- 2.3 The Contractor shall be responsible for quality of work and assuring that work meets all existing codes.
- 2.4 The Contractor will provide all necessary tools and equipment to complete the various projects.
- 2.5 **All materials shall be provided by the County, see list below.** The Contractor shall transport materials when requested.
  - 2.5.1 All Paints and Stains
  - 2.5.2 All Primers and Sealers
  - 2.5.3 Roller Frames
  - 2.5.4 Roller Covers
  - 2.5.5 Paint Brushes
  - 2.5.6 Painters Tape
  - 2.5.7 Masking Tape
  - 2.5.8 All Types of Chalking
  - 2.5.9 Sand Paper and Sanding Blocks
  - 2.5.10 All Paint Thinner and Solvents
- 2.6 The County will supply paint, varnishes and other coating materials. Facilities Management Department will select and approve all colors.
- 2.7 The Contractor shall supply necessary coverings, drop clothes, etc., to protect and/or keep UNPAINTED AREAS CLEAN.
- 2.8 The Contractor shall supply all equipment necessary to apply any industrial coating, such as, but not limited to, the following: Multi Specs, Epoxy's, Enamels, Latex, Oils, and Varnishes.
- 2.9 The Contractor shall supply lift equipment and/or scaffolding necessary to paint any County-owned or operated building's interior or exterior.
- 2.10 Work will be performed during business hours. Time will have to be flexible for County buildings which operate 24 hours-a-day. Exception to normal working hours will be arranged with the Contractor and the Facilities Management Department prior to the commencement of any projects.
- 2.11 The crews shall report to the Facilities Director or assigned staff member at the beginning and ending of each work day to record the time spent on the specific project.
- 2.12 The Facilities Director of the Facilities Management Department shall be the only authorized personnel to notify the awarded Contractor in case of an emergency repair to a County building.

- 2.13 Prior to the commencement of any scheduled project, the Contractor will be required to provide the County with a written quote of the project for review and approval. Contractor shall be required to provide written quotes (**per their Bid Form pricing**) within three (3) business days after initial contact by the County and work shall commenced within (three) 3 days after written approval.
- 2.14 If there is a change in the project scope which causes a change in price, the contractor must resubmit a revised cost estimate (**per their Bid Form**) and receive approval prior to performing work.
- 2.15 Payment shall be made to the Contractor upon completion and acceptance of a project or on a monthly basis depending on the scope of the project. No advance payment of any kind shall be made by the County. All invoices submitted shall be an itemized list of hours/rate and an itemized list of materials with costs.
- 2.16 All charges (trip charge, fuel charge, labor, etc.) must be included in bid pricing.
- 2.17 Contractor shall ensure all flammable materials, such as adhesives, glues, and other flammable liquids are properly stored away from combustible materials, and that flammable liquids be stored in accordance with the National Fire Protection Association (NFPA) Standard, NFPA 30.
- 2.18 Contractor shall provide a current Material Safety Data Sheet (MSDS) to the Facilities Management Department for any/and every chemical/hazardous material utilized in the scope of this project.
- 2.19 Contractor shall ensure no open flames, or exposed heating element equipment is utilized in the close proximity of any flammable materials or chemicals.
- 2.20 Contractor shall follow all manufacturer's recommended practices and guidelines for use of coating materials.
- 2.21 If applicable and at the sole discretion of the County, Contractor shall be certified or trained in application of coating materials. If the warranty for any materials used requires certification by the manufacturer, it is the responsibility of the Contractor to obtain and maintain such certifications. Contractor will advise the County of any such requirements for any coating materials to be used, whether supplied by the County or the Contractor.
- 2.22 **Inspection:** Contractor will be required to do a joint inspection with Facilities Management upon completion of work.

### 3.1 **BACKGROUND CHECKS**

- 3.2 Contractors will be required to successfully pass a background check prior to entering any County building. The Contractor will be responsible for the costs of background checks.
- 3.3 Contractor will have background checks, acceptable to the County on all employees of the Contractor and any subcontractors, whether full or part time at least 72 hours prior to such employee(s) commencing work. The Contractor will ensure that no employee of the contractor or any sub-contractor who has not had a background check run will enter Buildings identified in this agreement as requiring such checks.
- 3.4 The County or the Administrating Official for Agencies occupying buildings for which the County provides maintenance, janitorial, construction or other services may refuse to allow any contractor or sub-contractor's employee's access to the buildings or offices occupied if deemed by the Agency Administrator to be in the best interest of the orderly functioning of the Agency.

### 4.1 **IDENTIFICATION BADGES**

- 4.2 The contractor shall require that all his employees have a shirt with visible company logo and personal identification on the individual employee. All contractor personnel must follow all applicable sign-in rules/guidelines associated with various buildings and/or as required by security staff.

### 5.1 **WARRANTY**

- 5.2 Contractor shall warrant their professional workmanship according industrial standards. Contractor shall provide a warranty letter to the County upon completion of work.
- 5.3 The contractor shall respond to request from the County for warranty work within three (3) business days.

6.1 **HOLIDAYS**

6.2 The following days shall be holidays recognized by the Alachua

County: New Year's Day..... January 1  
Martin Luther King's Birthday..... 3rd Monday in January  
Memorial Day..... Last Monday in May  
Independence Day..... July 4<sup>th</sup>  
Labor Day..... 1st Monday in September  
Veteran's Day..... November 11<sup>th</sup>  
Thanksgiving Day..... 4th Thursday in November and Friday after Thanksgiving  
Christmas Eve..... December 24<sup>th</sup>  
Christmas Day..... December 25<sup>th</sup>

6.3 If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday and if any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday. When cleaning services cannot be performed on Friday due to it being a holiday, the contractor will perform limited cleaning services on Thursday night such as; cleaning of restrooms, trash removal, elevators, hallways, main entrances, lobbies, conference rooms and other high use areas.

7.1 **PAYMENT PROCESS**

7.2 Payment will be made only after services are rendered and properly invoiced.

7.3 A work order number will be issued by Facilities Management Department for work scheduled by Facilities Management. The current purchase order number will be included on all invoices submitted for payment.

7.4 Payments for all itemized sums must be properly invoiced and shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes "Local Government Prompt Payment Act."

7.5 All charges (trip charge, fuel charge, labor, etc.) must be included in bid pricing.

7.6 Payment shall be made to the Contractor upon completion and acceptance of a project or on a monthly basis depending on the scope of the project.

7.7 **All invoices submitted shall include an itemized list of hours/rates (per their Bid Form).**

7.8 No advance payment of any kind shall be made by the County.

7.9 All requests for payment shall be mailed to the Alachua County Facilities Manager or ACLD Facilities

Manager: Alachua County BoCC  
Facilities Management Department  
915 SE 5<sup>th</sup> Street  
Gainesville FL 32601

Alachua County Library District  
Facilities Management  
401 E University Avenues  
Gainesville FL 32601

#### PART D – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☒ Bid Form (Remember to fill this form out completely) **THIS FORM MUST BE SIGNED.**
- ☒ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☒ Submit the appropriate number of copies that are double-sided and printed on recycled paper with a **minimum of 30% post-consumer content.**
- ☒ Fill out **all of the exhibits** as required, especially **Exhibit C, Small Business Enterprise (SBE) Program Participation Form** and **Alachua County Government Minimum Wage (GMW) Form.** **Failure to complete Exhibit C will deem your bid submission as “NON-RESPONSIVE”.**
- ☒ Include any insurance requirements.
- ☒ Include any bonds that may be applicable.
- ☒ Remember to submit your Bid prior to the submittal deadline. It is the vendor’s responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. Please be aware that it may be difficult at times to find parking around the County Administration Building. **LATE BIDS WILL NOT BE CONSIDERED.**
- ☒ Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor’s company name should be clearly marked on the outside of the envelope.

If you have questions concerning these items or other, sections of the bid solicitation please contact the Division of Purchasing for clarification prior to submitting your bid.

Very Urgent



Express® Shipments Only

should be compatible with the container and packed securely.  
ing terms and conditions and our limits of liability, refer to the  
FedEx Express shipping document, the current FedEx Service  
conditions of carriage.

information on FedEx Express services, solutions, and shipping  
go to **fedex.com**, or contact your nearest FedEx location.

150949 REV 10/13

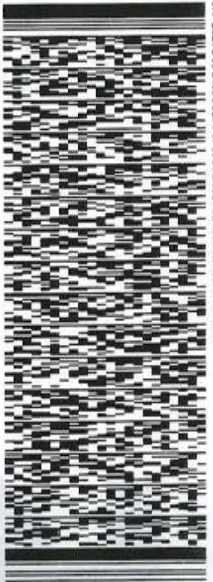
117 1 B  
12.00  
1880  
105,15

**XH GNVA**

FL-US JAX

TRK# 7809 6252 4880  
0201

**TUE - 15 MAY 12:00P**  
**PRIORITY OVERNIGHT**



TO PURCHASING DIVISION  
ALACHUA COUNTY SHERIFF'S OFFICE  
12 SE 1ST ST  
3RD FL COUNTY ADMIN OFFICE  
GAINESVILLE FL 32601

ORIGIN ID:LF1A (888) 612-6613  
MARATHON, RMG  
10469 ATLEE STATION RD  
ASHLAND, VA 23005  
UNITED STATES US

SHIP DATE: 14MAY18  
ACTWT: 0.90 LB  
CAD: 6391572/SSF01904  
BILL THIRD PARTY

FedEx connects the world in responsible and resourceful ways  
**mart.fedex.com**. Join our efforts by recycling this FedEx pak.

19-32  
Painting  
Sves



67605166

MAY 15 18 AM 11:13

Part # 156297-439 RNDW EXP 01/19

# Submittal 19-32 Natural Elements Painting & Repair, LLC

EXHIBIT A

## BID FORM

**BID NUMBER:** 19-32: Annual Painting Services

**BID OPENING DATE:** 2:00 pm, Wednesday, May 16, 2018

**PLACE OF BID OPENING:** Alachua County Division of Purchasing, 3<sup>rd</sup> Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida, 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

<b>ITEM BID</b> All charges (trip charge, fuel charge, labor, etc.) must be included in bid pricing.	<b>Regular Hours 7:00 AM- 5:00 PM (Mon-Fri)</b>	<b>Before &amp; After Regular Hours, including Weekends and Holidays</b>
<b>Painter, Master</b>	<u>\$45.00</u> /hour	<u>\$55.00</u> /hour
<b>Painter, Helper</b>	<u>\$40.00</u> /hour	<u>\$45.00</u> /hour

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: John Malanchuk Company: Natural Elements Painting & Repair, LLC

Address: 2510 NW 90th Terrace  
Gainesville, FL 32606

Authorized Signature:  Title: President

Clearly Print Name: John Malanchuk

Phone: (352) 514-0005 Fax: (352) 331-4054 Date: 6/5/18

Email Address: john@naturalelementspainting.com

## RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: John Malanchuk

ADDRESS: 2510 NW 90th Terrace, Gainesville, FL 32606

PHONE NO.: (352) 514-0005

FAX NO.: (352) 331-4054

Email Address: john@naturelementsainting.com

ALTERNATE RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

Email Address: \_\_\_\_\_

SIGNED:  DATE: 6/5/18



**BID NUMBER: 19-32: Annual Painting Services**

I as the undersigned Vendor certify that I have completed one of the option(s) below (*Circle One*):

**OPTION 1****OPTION 2****OPTION 3****OPTION 4**

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) the Division of Purchasing at 352.374.5202, for direction.**

Vendor Name: Natural Elements Painting & Repair, LLC Date 6/5/18

Signature  Title President

Printed Name: John Malanchuk Title President

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

Bid 19-32: Annual Painting Services

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Please mark the appropriate box below that applies to how you pay your employees:

1.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$13.00 hourly</b> and are provided health benefits?
2.	<input checked="" type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$15.04 hourly but are not provided</b> health benefits?

Bidder: John Malanchuk Company: Natural Elements Painting & Repair, LLCAuthorized Signature:  Title: PresidentClearly Print Name: John Malanchuk Phone: (352) 514-0005Email Address: john@naturalelementspainting.com

**DRUG FREE WORKPLACE**

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

Natural Elements Painting & Repair, LLC

Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

6/5/18

Date

**PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.


6/5/18  
 Bidder's Signature Date

- - - OR - - -

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

N/A

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

N/A  
 Bidder's Signature Date

## BIDDER'S QUESTIONNAIRE

Bidder's Name: Natural Elements Painting & Repair, LLC

Bidder's Address: 2510 NW 90th Terrace, Gainesville, FL 32606 Phone: (352) 514-0005

Number of years in this type of service? 11 years Number of years licensed in Alachua County: 11 years

Number of employees "ON THE JOB" each week: 5 Number of employees "ON CALL" each week: 6

Will you subcontract any part of this work: Yes      No X If so, give details:     

List all major equipment which will be available upon commencement of the agreement to perform the required service:

Two commercial grade pressure washers, Three commercial grade paint sprayers, multiple ladders, rolling scaffolding, paint rollers, brushes, caulking guns, joint sealant guns, and related application equipment.

Do you currently hold any municipality contracts: Yes X No      If so, please indicate below:

New Library Partnership Building GC: Hoffman Construction Alachua County Library District

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: UF Division of Housing and Residence Education Phone: (386) 433-0293  
 Contact Person: Ronnie Graham, Project Manager II

2) Firm: Oelrich Construction Phone: (352) 474-3541  
 Contact Person: Jack McDonald

3) Firm: Great Southern Investments and Asset Management Phone: (352) 317-0516  
 Contact Person: Scott Bruce

Are your employees screened by: (indicate)

1) Polygraph     

2) General Interview X

3) Background Investigation X

4) Police Record Check     

5) Additional     

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes      No X. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours:

Monday-Friday, 7:30am-4:00pm

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

Jim Evans, our estimator, can review and quantify each individual project on site. We can develop a job proposal based on these measurements. We can then send the appropriate contact a detailed proposal with our total cost based on paint specifications

and expectations. We can typically send our detailed proposal back within two days and schedule the work quickly after our proposal has been approved.

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: 6/5/18 AUTHORIZED SIGNATURE: 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2018

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

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

<b>PRODUCER</b> King Ins Agency of Gainesville, Inc 2321 NW 41st Street Gainesville FL 32606		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 352-377-0420 <b>E-MAIL ADDRESS:</b> info@king-insurance.com		<b>FAX (A/C, No):</b> 352-371-3065
<b>INSURED</b> Natural Elements Painting & Repair, LLC 2510 NW 90th Terrace Gainesville FL 32606		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A :</b> Southern-Owners Insurance Company		10190
		<b>INSURER B :</b> Owners Insurance Company		32700
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1799994101**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			78270411	8/6/2017	8/6/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4729511705	8/6/2017	8/6/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4729511706	8/6/2017	8/6/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine			78270411	8/6/2017	8/6/2018	Rented Equipment 100,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Alachua County Division of Purchasing  
County Administration Building  
12 SE 1st Street  
Gainesville FL 32601

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2018

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).

<b>PRODUCER</b> J Kevin Campbell Agency P O Box 9435  Panama City Beach FL 32417	<b>CONTACT NAME:</b> House <b>PHONE (A/C, No, Ext):</b> (800) 508-9126 <b>FAX (A/C, No):</b> (877) 234-6089 <b>E-MAIL ADDRESS:</b> acyrus@workcompspecialists.com														
<b>INSURED</b> Natural Elements Painting and Repair LLC 2510 NW 90th Terrace  Gainesville FL 32606	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Bridgefield Casualty Insurance Co.</td><td>10335</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Bridgefield Casualty Insurance Co.	10335	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Bridgefield Casualty Insurance Co.	10335														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: CL1751709747

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	0196-34956	6/21/2017	6/21/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Alachua County Division of Purchasing County Administration Building 12 SE 1st Street Gainesville, FL 32601	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 Kevin Campbell/ERIN <i>J. Kevin Campbell</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

9-32: Annual Painting Services

Vendor:

Natural Elements Painting and Repair, LLC

JUN 5 '18 4:20 PM



# Submittal 19-32 Lasa Construction, Inc.

EXHIBIT A

## BID FORM

**BID NUMBER:** 19-32: Annual Painting Services

**BID OPENING DATE:** 2:00 pm, Wednesday, May 16, 2018

**PLACE OF BID OPENING:** Alachua County Division of Purchasing, 3<sup>rd</sup> Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida, 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

<b>ITEM BID</b> All charges (trip charge, fuel charge, labor, etc.) must be included in bid pricing.	<b>Regular Hours 7:00 AM- 5:00 PM (Mon-Fri)</b>	<b>Before &amp; After Regular Hours, including Weekends and Holidays</b>
<b>Painter, Master</b>	\$38.00 /hour	\$50.00 /hour
<b>Painter, Helper</b>	\$30.00 /hour	\$42.00 /hour

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: Chris Hernandez Company: Lasa COstruction, Inc.

Address: 8286 Western Way Circle Suite D-10

Jacksonville, FL 32256

Authorized Signature:  Title: Project Manager

Clearly Print Name: Chris Hernandez

Phone: 904-866-1307 Fax: 904-260-0951 Date: 6-4-18

Email Address: chris.hernandez@lasa-usa.com

#### PART D – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☐ Bid Form (Remember to fill this form out completely) **THIS FORM MUST BE SIGNED.**
- ☐ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☐ Submit the appropriate number of copies that are double-sided and printed on recycled paper with a **minimum of 30% post-consumer content.**
- ☐ Fill out **all of the exhibits** as required, especially **Exhibit C, Small Business Enterprise (SBE) Program Participation Form** and **Alachua County Government Minimum Wage (GMW) Form.** **Failure to complete Exhibit C** will deem your bid submission as **“NON-RESPONSIVE”.**
- ☐ Include any insurance requirements.
- ☐ Include any bonds that may be applicable.
- ☐ Remember to submit your Bid prior to the submittal deadline. It is the vendor’s responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. Please be aware that it may be difficult at times to find parking around the County Administration Building. **LATE BIDS WILL NOT BE CONSIDERED.**
- ☐ Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor’s company name should be clearly marked on the outside of the envelope.

If you have questions concerning these items or other, sections of the bid solicitation please contact the Division of Purchasing for clarification prior to submitting your bid.

## RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: N/A

ADDRESS: N/A

N/A

PHONE NO.: N/A

FAX NO.: N/A

Email Address: N/A

ALTERNATE RESPONSIBLE AGENT: N/A

ADDRESS N/A

PHONE NO. N/A

FAX NO. N/A

Email Address: N/A

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

**ATTENTION:**

**VENDOR**

**MUST**

**COMPLETE AND**

**SIGN EXHIBIT C**

**TO BE**

**CONSIDERED**

**RESPONSIVE**

## Small Business Enterprise (SBE) Program Participation Form

BID NUMBER: 19-32: Annual Painting Services

***OPTION 1***

I certify that our Company is an **Alachua County Certified Small Business Enterprise (SBE)** registered prior to the Bid opening.

**Circle One:**      **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 2.*)**

***OPTION 2***

I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this bid.

**Circle One:**      **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 3.*)**

BID NUMBER: 19-32: Annual Painting Services

**OPTION 3**

**SBE Participation.** I certify that our Company has contacted the **Alachua County's Certified SBEs** listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory, available at:

<http://smallbusdir.alachuacounty.us/>.

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for **the total dollar value and percentage of the bid** set forth below.

**If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to *Option 4* and document your Good Faith Effort.**

W/A	
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)

BID NUMBER: 19-32: Annual Painting Services

**OPTION 4**

**SBE Good Faith Effort.** To be considered responsive all Vendors **must have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor must complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Section 22.36, of the Alachua County Purchasing Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response **MUST** be recorded in the section below.)

1	Name of SBE Company: Dixon Repair Service LLC.	Date SBE Contacted
SBE Contact Name: Mike Dixon Phone: 352-454-2223		05 / 30 / 2018
Must be completed by. SBE Response when contacted: We are going to assist Dixon Repair Service in getting their SBE designation. We were unable to find a paint contractor within the list of certified sbe contractors.		
2	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
3	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
4	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
5	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
6	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
7	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		

BID NUMBER: 19-32: Annual Painting Services

I as the undersigned Vendor certify that I have completed one of the option(s) below (*Circle One*):

**OPTION 1****OPTION 2****OPTION 3****OPTION 4**

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) the Division of Purchasing at 352.374.5202, for direction.**

Vendor Name: Lasa Construction, Inc. Date 6/4/2018

Signature  Title Project Manager

Printed Name: Chris Hernandez Title 6/4/2018



ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM


Bid 19-32: Annual Painting Services

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Please mark the appropriate box below that applies to how you pay your employees:

1.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$13.00 hourly</b> and are provided health benefits?
2.	<input checked="" type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$15.04 hourly but are not provided</b> health benefits?

Bidder: Chris Hernandez Company: Lasa Construction, Inc.

Authorized Signature:  Title: Project Manager

Clearly Print Name: Chris Hernandez Phone: 904-866-1307

Email Address: chris.hernandez@lasa-usa.com

**DRUG FREE WORKPLACE**

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

Lasa Construction, Inc.

Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

6/4/2018

Date

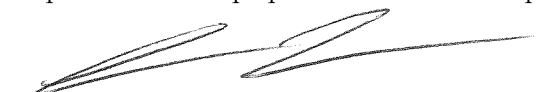
## PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida 'public records' are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

## I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.



Bidder's Signature

6/4/2018

Date

- - - OR - - -

## II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

---



---



---



---

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature

Date

## BIDDER'S QUESTIONNAIRE

Bidder's Name: Lasa Construction, Inc.

Bidder's Address: 8286 Western Way Circle Suite D-10 Phone: 904-866-1307

Number of years in this type of service? 14yrs Number of years licensed in Alachua County: 14 yrs

Number of employees "ON THE JOB" each week: \_\_\_\_\_ Number of employees "ON CALL" each week: \_\_\_\_\_

Will you subcontract any part of this work: Yes X No \_\_\_\_\_ If so, give details: \_\_\_\_\_  
 We were unable to find a local SBE painting contractor so we have found a local contractor to team up with. We will assist Dixon Repair Service LLC. in getting their SBE designation and then subcontractor work to them.

List all major equipment which will be available upon commencement of the agreement to perform the required service:

6 Pressure Washers, 12 Spray Riggs, 20 Scaffold, 30 Ladders, and 4 work vehicles

Do you currently hold any municipality contracts: Yes X No \_\_\_\_\_ If so, please indicate below:

St. Augustine Small Construction Duval County Public Schools University of Florida

St. Jounhs County Small Scale Construction Florida School of the Deaf and Blind

Volusia County Public Schools Jacksonville Aviation Authority University of North Florida

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: Duval County Public Schools Phone: 904-703-7373

Contact Person: Chris Jones

2) Firm: St. Johns County Public Schools Phone: 904-669-0867

Contact Person: Bruce

3) Firm: Volusia County Public Schools Phone: 386-527-6482

Contact Person: Tim Morton

Are your employees screened by: (indicate) \_\_\_\_\_

1) Polygraph n/a

2) General Interview YES

3) Background Investigation YES

4) Police Record Check YES

5) Additional Rapid Gate & Jessica Lunsford ACT

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes \_\_\_\_\_ No X. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: \_\_\_\_\_

Mon-Fri / 7am - 3:30pm

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

Once po has been recieved we will quickly coordinate with operation and communicate with Alachua in completing the project quickly.

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: 6/4/2018 AUTHORIZED SIGNATURE: [Signature]

## Proposed Subcontractors (Non-Small Business Enterprise) Form

BID NUMBER: 19-32: Annual Painting Services

This form is for all Non-Small Business Enterprise subcontractors being utilized on this project that are not included on Exhibit C.

N/A	
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)

If additional space is required for your subcontractor listing, make copies of this Exhibit H and submit with you bid package.

**TYPE "A" INSURANCE REQUIREMENTS  
"ARTISAN CONTRACTORS / SERVICE CONTRACTS"**

The Contractor shall procure and maintain for the duration of this 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/vendor, his agents, representatives, employees or subcontractors.

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

**AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

**EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

**II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:** Alachua County Board of County Commissioners

**MAIL, EMAIL or FAX CERTIFICATES**

**The Certificate of Insurance must contain the following:**

**Department Contact: Dan Bass**

**Department: Facilities Management**

**Department Phone: 352.374.5229**

**Bid: 19-32 Annual Painting Services**

# LASA CONSTRUCTION, INC.

DUNS: 179123497 | CAGE CODE: 36KUO

## CAPABILITIES STATEMENT

Lasa Construction Inc. is a qualified **full-service construction company** specializing in Federal Contracting. We self perform many facets of the construction process and endeavor to have a transparent partnership that is focused on proactive prevention. We offer general contracting, construction management, and design build services across a wide-range of project types including military, medical, and educational facilities that require the highest standards for operation. Our team is comprised of experienced individuals, many of whom are veterans. Our goal is to provide a high value product with precision and efficiency.

Our company-wide commitment to exceeding customer expectations, project success, timely completion, safety, and consistent competitive pricing is evidenced by our repeat customers. At Lasa Construction, we pride ourselves on being a valuable resource to our clients, the community, and our employees.

## MANAGEMENT SERVICES

- General Contracting
- Building Construction
- Construction Management
- Design Build
- Maintenance & Repair
- Remodel/Restoration
- Tenant Improvement
- Safety
- Quality Control Services
- Budgeting
- Scheduling and Planning
- Subcontracting

## SELF PERFORMED TRADE SERVICES

- Light Gauge Metal Framing
- Gypsum Board Assemblies
- Plaster
- Interior Texture
- Specialty Sound Assemblies
- Radiation Shielding
- Fire Rated Assemblies
- Fiber Reinforced Panels
- Acoustical Ceiling Systems
- Acoustical Wall Panels
- Specialty Acoustical Systems
- Thermal Insulation Barriers
- Sound Insulation
- Carpentry
- Siding
- Cement Stucco
- Exterior Insulation Finish System (EIFS)
- Specialties
- Doors and Hardware
- Demolition
- Flooring
- Wall Protection
- Interior & Exterior Painting
- Mural Painting
- Power Washing
- High Performance Coatings
- Textured Coatings
- Elastomeric Coatings
- Epoxy Coating Systems
- Steel Coatings

## NAIC CODES

- |   |  |                                     |
|---|--|-------------------------------------|
| 236115 - New Single-Family Housing                          | 238120 - Structural Steel and Precast Concrete             | 238310 - Drywall and Insulation     |
| 236116 - New Multi-Family Housing                           | 238130 - Framing   | 238320 - Painting and Wall Covering |
| 236117 - New Housing For Sale Builders                      | 238140 - Masonry   | 238350 - Finish Carpentry           |
| 236118 - Residential Remodelers                             | 238160 - Roofing   | 238910 - Site Preparation           |
| 236210 - Industrial Building Construction                   | 238170 - Siding  | 238990 - All Other Specialty Trades |
| 236220 - Commercial and Institutional Building Construction | 238190 - Other Foundation, Structure and Building Exterior | 561210 - Facility Support Services  |

## POINTS OF CONTACT

**Ryan Hernandez - President**  
ryan.hernandez@lasa-usa.com

Cell (904) 382-9538

**Chris Hernandez - Project Manager**

Cell (904) 866-1307

chris.hernandez@lasa-usa.com

**Robert Black - Project Manager**

Cell (904) 626-2234

robert.black@lasa-usa.com

## SET ASIDE CATEGORIES

**8(a)** - Exp 11/27/18      **MBE**  
**SBE**      **DBE**

## BONDING CAPACITY

Single: \$8 MIL | Aggregate \$25 MIL

## SAFETY

Current EMR - .82 | Current DART - 0.0



# ***LASA CONSTRUCTION, INC.***

## **SELECTED EXPERIENCE EXAMPLES**

### **B101 Small Surface Bridge Crane**

Value: \$950,205.25

Location: NAS Jacksonville, FL

Client: NAVFAC Southeast



A design build project of installation of (3) one-ton capacity under running bridge cranes and the replacement of (1) under running hoist. It included all structural and electrical components required for complete, tested and operational crane systems as well as the relocation of existing components to accommodate new cranes. Work was completed in Building 101 at Naval Air Station Jacksonville for the Fleet Readiness Center Southeast command. Work was performed in a high visibility, high security area which was occupied during construction.

### **Repair 101S, Paint 101D, Reskin 277**

Value: \$895,443.00

Location: NAS Jacksonville, FL

Client: NAVFAC Southeast



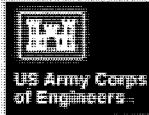
Project consisted of three separate components in high security areas. At Hanger 101S structural steel was added around two large exterior duct penetrations to attach new metal siding as well as the removal and replacement of siding. At Building 101D work consisted of power washing, concrete repair, and repainting of the exterior. At Building 277 we performed removal and replacement of metal siding, roofing and trim, addition of exhaust fans/up blast ventilators, louvers, roll up doors, doors, bollards and paint. Work was performed in a high visibility, high security area which was occupied during construction.

### **Cafeteria and Restroom Renovation**

Value: \$1,385,171.25

Location: NAS Jacksonville, FL

Client: U.S. Army Corps of Engineers



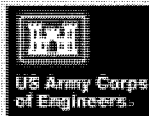
A design/build project consisting of cosmetic and functional upgrades to the cafeteria, corridors, and (2) sets of gang restrooms all located within Building 101. Also included was painting of warehouse offices in Building 840. Work included new design layout, demolition, interior finishes, addition of electrical panels, electrical, HVAC, fire protections, plumbing, and millwork. Work was performed in a high visibility, high security area which was occupied during construction.

### **Bldg 792 Vapor Degreaser**

Value: \$750,000.00

Location: NAS Jacksonville, FL

Client: U.S. Army Corps of Engineers



A design/build project to transport an existing vapor degreaser into the basement through the first floor. Scope of work included fabrication of a custom gantry crane, a new concrete containment tub, new structural steel stands, and evaluation of the first floor structure to determine best method to transport overweight equipment, epoxy containment coatings, and steel coatings. Work was performed in a high visibility, high security area which was occupied during construction.

### **Maintenance IDIQ**

Value: \$1.8 Million

Location: Jacksonville, FL

Client: Duval County Public Schools



Painting, power washing, joint sealants, high performance coatings, mural painting, textured coatings, elastomeric coatings, epoxy coating systems, sand blasting and steel coatings of multiple schools through out the county. Work was performed during days, nights and weekends and required security clearance for all employees onsite.

### **Maintenance IDIQ**

Value: \$3 Million

Location: Jacksonville, FL

Client: St. Johns County School District



Painting, power washing, joint sealants, high performance coatings, mural painting, textured coatings, elastomeric coatings, epoxy coating systems, sand blasting and steel coatings of multiple schools through out the county. Work was performed during days, nights and weekends and required security clearance for all employees onsite.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2018

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).

<b>PRODUCER</b> The Holmes Organisation 11512 Lake Mead Avenue Suite 802 Jacksonville FL 32256	<b>CONTACT NAME:</b> Susana Showalter <b>PHONE (A/C, No, Ext):</b> 904-645-3804 <b>E-MAIL ADDRESS:</b> sshowalter@holmesorg.com <b>FAX (A/C, No):</b> 904-645-3805
<b>INSURED</b> Lasa Construction Inc. Jorge Hernandez 8286 Western Way Cir, D-10 Jacksonville FL 32256	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Builders Mutual Insurance <b>INSURER B:</b> Auto-Owners Insurance Co. <b>INSURER C:</b> Homeland Ins Co of NY <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
LASAC-1	<b>NAIC #</b> 10844 18988 35378

**COVERAGES**

CERTIFICATE NUMBER: 1713715744

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			78823415	12/28/2017	12/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Blanket Al <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Blanket WOS			4882341503	12/28/2017	12/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4882341502	12/28/2017	12/28/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			WCP10539940	8/5/2017	8/5/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Rented/Leased Equip Pollution Liability			78823415 7930078850000	12/28/2017 4/9/2018	12/28/2018 4/9/2019	Limit 100,000 Limit 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

University of Florida  
Board of Trustees  
Procurement Services  
PO BOX 115250  
Gainesville FL 32611

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



Office of Economic Opportunity  
4880 Bulls Bay Highway  
Jacksonville, FL 32219  
PH (904) 858-1480  
FAX (904) 858-1492  
[www.duvalschools.org/oeo](http://www.duvalschools.org/oeo)

March 13, 2017

Mr. Ryan Hernandez  
LASA Construction, Inc.  
8286 Western Way Circle Unit D10  
Jacksonville, FL 32256

Dear Mr. Hernandez


**RE: Certification**

Please note that your firm has been certified as a **Minority/ Women Business Enterprise (M/WBE) Hispanic American Business Enterprise** by Duval County Public Schools (DCPS). Under this certification your firm is eligible to provide the product (s) and/ or services (s) listed below:

**Drywall, Paining, Pressure Washing, Acoustical Ceilings and General Contractor**

Your business is eligible to participate as an M/WBE on DCPS projects in the business areas listed above as long as the business meets the agency's Office of Economic Opportunity (OEO) requirements. In addition, your firm will be identified as a certified firm in the next updated edition of the DCPS OEO Directory.

Your firm's certification status with the DCPS is effective for two (2) years from the date of certification provided there are no changes in the ownership, control, and/or operations of the firm or eligibility requirements during this approval period. A notice may be sent to you regarding the impending expiration of your certification however, it is your responsibility to stay informed of your certification status. **Also, please be advised that you are required to notify immediately DCPS of any changes in your business ownership, control, and/ or operations including business capabilities.**

Cordially,  
  
Beth Tramel, Supervisor  
Office of Economic Opportunity

**Certification Date: 02/26/2017**  
**Expiration Date: 02/26/2019**

**Dr. Nikolai Vitti, Superintendent of Schools**

Finance and Administration  
Jacksonville Small & Emerging Business  
**CITY OF JACKSONVILLE**

August 16, 2017

Ryan Hernandez, Owner  
LASA Construction, Inc.  
8286 Western Way Circle – D10  
Jacksonville, Florida, 32256-0318

**Re: Recertification Approved**

Dear Mr. Hernandez:

The City of Jacksonville is pleased to announce that your company has been certified as a Jacksonville Small and Emerging Business Enterprise (JSEB). This certification enables your company to compete for work and perform work as a JSEB enterprise. JSEB certification does NOT guarantee work.

**914 CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION), specifically:**

-27 Carpentry  
-53 Insulation  
-61 Painting and Wallpapering  
-80 Stucco  
-84 trade Services, Construction (Not otherwise Classified)

**LASA Construction, Inc.** will be identified as a certified Hispanic JSEB on our website for tracking purposes. The City of Jacksonville's Equal Business Opportunity website can be found at the web address below.

Your company's stature with the City of Jacksonville is active for one year provided there are no changes in ownership, control/operations of the company, or eligibility requirements during this certification period. Please be advised that you are required to notify this agency immediately of any changes in your business ownership, control/operations, or business service capabilities.

Sincerely,



Mario Rubio, JBA Administrator  
Equal Business Opportunity Office

**Certification Approval Date: August 16, 2017**  
**Certification Expiration Date: October 24, 2018**



## Minority Business Certification

Lasa Construction, Inc

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

03/03/2017 to 03/03/2019

Chad Foppell, Secretary  
Florida Department of Management Services





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

**CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**HERNANDEZ, RYAN FREDRICK  
LASA CONSTRUCTION, INC.  
8286 WESTERN WAY CIRCLE UNIT D10  
JACKSONVILLE FL 32256-0318**

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

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

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



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

**CBC1259648**

**ISSUED: 08/28/2016**

**CERTIFIED BUILDING CONTRACTOR  
HERNANDEZ, RYAN FREDRICK  
LASA CONSTRUCTION, INC.**

**IS CERTIFIED under the provisions of Ch.489 FS.  
Expiration date : AUG 31, 2018 L1608280002305**

**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**

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

**LICENSE NUMBER**

**CBC1259648**

**The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018**

**HERNANDEZ, RYAN FREDRICK  
LASA CONSTRUCTION, INC.  
8286 WESTERN WAY CIRCLE UNIT D10  
JACKSONVILLE FL 32256-0318**



**ISSUED: 08/28/2016**

**DISPLAY AS REQUIRED BY LAW**

**SEQ # L1608280002305**



LASSO Constr

Alachua County Division of Purchasing  
3rd Floor County Administration Bldg  
12 SE 1st Street  
Gainesville, FL 32601-6983

JUN 6 '18 PM 10:41

32 Annual Painting Services

# BID 19-32 Annual Painting Services

## ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

### INVITATION TO BID

**SPECIFICATION FOR:** Firm Fixed Bid Prices for **Annual Painting Services** for the benefit of the **Facilities Management Department** on an as needed basis.

**BID NUMBER:** 19-32

**BID OPENING DATE:** 2:00 pm, Wednesday, May 16, 2018

**PLACE OF BID OPENING and MAILING ADDRESS:** Alachua County Division of Purchasing, 3<sup>rd</sup> Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville Florida 32601-6983

### PART A - INSTRUCTIONS TO BIDDERS

#### 1.0 GENERAL PROVISIONS

- 1.1 **Purpose** - Alachua County is calling for and requesting the submission of bids for **Annual Painting Services**.

The herein included Instructions to Bidders (**PART A**), Terms and Conditions (**PART B**), Technical Specifications (**PART C**), Bidder's Check List (**PART D**); together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

- 1.2 **Submission of Bids** - Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

- 1.3 All printed and photocopied documents related to the submission of this ITB and fulfillment of any resulting contract should be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content**.

- 1.4 **ONE (1) ORIGINAL SUBMISSION AND 1** copies of the bid in a sealed envelope, clearly marked **19-32: Annual Painting Services** shall be delivered to the Alachua County Division of Purchasing, 3<sup>rd</sup> Floor County Administration Building 12 SE 1<sup>st</sup> Street, Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, May 16, 2018. The time/date stamp/clock on the Third Floor of the County Administrative Building shall serve as the official authority to determine timeliness of the responses. Responses, which for any reason are not timely received, will not be considered.**

#### **LATE BIDS WILL NOT BE CONSIDERED**

- 1.5 **Proprietary Information** - Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 **must be submitted in a separate envelope**, clearly identified as "**PUBLIC RECORDS EXEMPT**" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT F, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

- 1.6 Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.



- 1.7 **Non-Warranty of Specifications** - Due care and diligence has been used in preparing these specifications. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.
- 1.8 **Inquiries/Questions** - No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Division of Purchasing, 3<sup>rd</sup> Floor, County Administration Building, 12 SE 1<sup>st</sup> Street, Gainesville, FL 32601-6983**, with reference to the appropriate bid number of the face of the envelope. All request for interpretation or corrections shall be received by the **Markisha Boykin** at (email address) [mboykin@alachuacounty.us](mailto:mboykin@alachuacounty.us) no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative**. All addenda so issued shall become part of the bid documents.
- 1.9 **Acceptance/Rejection** - Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.
- Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.
- 1.10 **Withdrawal of Bids** - Any bidder may withdraw his bid by telegraphic or written request at any time prior to the scheduled closing time for receipt of bids.
- All prices bid shall remain firm for a period of 90 days after the bid opening.
- 1.11 **Small Business Enterprise (SBE) Program Participation - MANDATORY**
- 1.11.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the bid opening.
- 1.11.2 The SBE Program Participation Form, **EXHIBIT C**, must be completed for your bid or proposal to be considered responsive.
- 1.11.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (**i.e. office, auto, janitor, lawn, etc.**) equipment, services and construction.
- 1.11.4 The County will award a 5% bid price preference, not to exceed \$50,000.00 on any single bid, to any SBE that submits a bid to the County.
- 1.11.5 The County will award a 3% bid price preference, not to exceed \$50,000.00 on any single bid, to any contractor that agrees to use SBEs for at least 15% of the dollar value of the bid.
- 1.11.6 The monetary value of the bid price preference given to a certified SBE in any particular procurement shall not exceed \$50,000.00.
- 1.11.7 If the adjusted bid price of the SBE vendor is equal to or lower than the original lowest responsive bid, the SBE will be awarded the contract.
- 1.11.8 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.
- 1.11.9 Proposed SBE Subcontractors Requirements:
- 1.11.9.1 Contractors submitting bids under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, **EXHIBIT C, Option 3**.
- 1.12 **Good Faith Effort Requirements**
- 1.12.1 If your bid or proposal does not comply with **Option 1, 2 or 3 of EXHIBIT C**, you must complete **Option 4 of EXHIBIT C**, to be considered responsive.
- 1.12.1.1 The Equal Opportunity Division maintains a directory of certified Small Business Enterprises (SBEs). The Alachua County Small Business Enterprise Directory is available at <http://smallbusdir.alachuacounty.us/>.

- 1.12.1.2 The Equal Opportunity Division shall determine what constitutes a “good faith effort” for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:
- 1.12.1.3 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.
- 1.12.1.4 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.
- 1.12.1.5 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
- 1.12.1.6 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **Option 4 of EXHIBIT C**.

1.13 **Alachua County Government Minimum Wage (GMW)**

- 1.13.1 Services solicited through for Bid are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”) which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. Bidders/Proposers should consider the cost of compliance, if any, when submitting bids.
  - 1.13.1.1 A contractor or subcontractor of the County providing a covered service to the County shall pay to all of its covered employees an Alachua County Government Minimum Wage of either the health benefit wage and provide health benefits or pay a non-health benefit wage.
  - 1.13.1.2 Alachua County Government Minimum Wage (GMW) for this contract will be:
    - 1.13.1.2.1 **\$13.00** per hour with qualifying health benefits amounting to at least **\$2.04** per hour
    - 1.13.1.2.2 **\$15.04** per hour without health benefits
- 1.13.2 The GMW rates are indexed (health benefit wage shall be recalculated on October 1<sup>st</sup> of each year) in accordance with Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”) and are effective as of April 22, 2016. Employees of **service contractors and subcontractors performing** the covered services pursuant to the following County service contracts must be paid not less than the GMW as specified above.
- 1.13.3 The contractor shall certify, **Exhibit D**, to the County that it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution, the certification shall become an obligation under the contract.
- 1.13.4 The bidders shall be required to execute the certification attached as **Exhibit D**, prior to the County executing the contract. Once executed, such certification will become a part of the contract; however, failure to provide and sign **Exhibit D** will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.
- 1.13.5 During the performance of this contract, the Contractor agrees as follows:
  - 1.13.5.1 The Contractor shall comply with the Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”) requirements. Failure to do so shall be deemed a breach of contract and shall authorize the County to withhold payment of funds until the GMW requirements have been met.
  - 1.13.5.2 The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

1.14 **Public Entity Crimes** - A person or affiliate who has been placed on the convicted vendor list following a conviction of 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, supplier, 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 F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

1.15 **Drug Free Workplace** Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace **EXHIBIT E**, secondly to certified Small Business Enterprises (SBEs) bidders.

- 1.16 **Proposed Subcontractors NON-SBE** - Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors (Non-Small Business Enterprise) Form, **EXHIBIT H**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

## 2.0 **QUALIFICATION OF BIDDERS**

- 2.1 **Consideration** - Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.
- 2.2 **Bidder's Questionnaire** - The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. **Bidders are requested to complete and return along with their bid the Bidder's Questionnaire EXHIBIT G.**
- 2.3 **Performance** - The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

## 3.0 **EXAMINATION OF PROPERTY**

- 3.1 **Bidder's Responsibility** - Before submitting his bid, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.
- 3.2 The bidder is also required to carefully examine the specifications and contract documents, to inform themselves regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Failure to do so will not relieve the bidder of complete performance under the contract.

## 4.0 **QUALITY**

- 4.1 All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

## 5.0 **LAWS, PERMITS AND REGULATIONS**

- 5.1 **Permit, Application, and License Fees** - The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- 5.2 **Compliance** - The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

## 6.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

- 6.1 **Consideration of Bid and Award** - The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.
- 6.2 The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.

- 6.3 If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within ninety (90) days after the opening of the bids by written notice to the successful bidder(s).
- 6.4 The County reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the County's judgment, will best serve its interest.

7.0 **ACCEPTANCE OF BID**

- 7.1 **Acceptance of Offer** - The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the purchasing process and issuance of a Purchase Order or execution of a Contract by the County.

8.0 **PERFORMANCE**

- 8.1 **Performance Time** - All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

9.0 **COLLUSION**

- 9.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.
- 9.2 The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

10.0 **ADDENDA**

- 10.1 Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

## **PART B - TERMS AND CONDITIONS**

### **1.0 DEFINITION OF TERMS**

- 1.1 Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

COUNTY/OWNER: Alachua County Board of County Commissioners, Alachua County, Florida or its authorized representative.

BID PRICE: The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a proposal/bid for the goods and/or services contemplated herein, or a duly authorized representative.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to opening of bids or execution of the Contract and Modifications.

CONTRACTOR: Any person, firm, corporation, or governmental entity with whom the County has executed a contract for the performance of the work, or his duly authorized representative.

DIRECTOR: The duly authorized representative of the Board of County Commissioners during the contract period as identified herein.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

SPECIFICATIONS: The directions, provisions, and requirements contained herein, together with all written agreements made setting out or relating to the method and manner of performing the requested services, the quality of material and personnel to be furnished under this contract. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the County of Alachua are hereby adopted and made part hereof as specifications.

WORK: To provide all management, supervision, labor, materials, supplies and equipment. To plan, schedule, coordinate and assure effective performance of all services described herein.

### **2.0 CONTRACTOR'S INSURANCE**

- 2.1 The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, **EXHIBIT I**.
- 2.2 Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

### **3.0 MODIFICATIONS**

- 3.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 3.2 The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

### **4.0 SEVERABILITY**

- 4.1 If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

5.0 **INDEPENDENT CONTRACTOR**

- 5.1 In the performance of this agreement, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

6.0 **TERM OF THE CONTRACT**

- 6.1 The agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a purchase order. Generally the term will begin on **October 1, 2018** and continue through **September 30, 2019** unless earlier terminated as provided herein. The county has the option of renewing this agreement for **two (2)** additional **two (2)** year-periods and the same terms and conditions outlined here in.
- 6.2 Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.
- 6.3 It is the intent of the County to issue a purchase order or enter into a contract in substantially, the FORM attached, **EXHIBIT I.**
- 6.4 A contract as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

7.0 **RESPONSIBLE AGENT**

- 7.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, **EXHIBIT B.**
- 7.2 The Department Director will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 7.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

8.0 **ASSIGNMENT OF PERSONNEL**

- 8.1 All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

9.0 **GOVERNING LAW**

- 9.1 This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

10.0 **AWARD OF CONTRACT(S)**

- 10.1 The County reserves the right to award contracts to more than one (1) firm as determined to be in the best interest of the County.

11.0 **ASSIGNMENT OF INTEREST**

- 11.1 The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

## 12.0 **INDEMNIFICATION**

- 12.1 The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that its indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns.
- 12.2 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.
- 12.3 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

## 13.0 **AMENDMENTS**

- 13.1 This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

## 14.0 **DEFAULT AND TERMINATION**

- 14.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
- 14.1.1 The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.
- 14.2 The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the County.
- 14.3 If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.
- 14.4 In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The County shall be the final authority as to the availability of funds.

## 15.0 **SUCCESSORS AND ASSIGNS**

- 15.1 The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

16.0 **NON WAIVER**

- 16.1 The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

17.0 **BOOKS AND RECORDS**

- 17.1 The county shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

18.0 **ACCIDENT PREVENTION**

- 18.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 18.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

19.0 **WORKPLACE VIOLENCE**

- 19.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.
- 19.1.1 Battery: intentional offensive touching or application of force or violence to another.
- 19.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

20.0 **VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST**

- 20.1 Any actual or prospective bidder or proposer who believes that they have been aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the purchasing manager.
- 20.2 Any vendor complaints, grievance or protest shall first be submitted in writing to the purchasing manager within seven (7) calendar days following posting of the award recommendation on the County's web site. The purchasing manager will investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the purchasing manager's remedies, an appeal may be made to the county manager. The county manager will render a written response to the vendor. All decisions by the county manager shall be considered final, and no further appeal will be allowed.



## PART C- TECHNICAL SPECIFICATIONS

### 1.1 **SCOPE OF SERVICES**

- 1.2 The Purpose of this bid is to establish a firm pricing for contracting with a vendor for **Annual Painting Services** at various County buildings for both scheduled projects and emergency repairs. The awarded Contractor will be required to provide one or more crews as required by the Facilities Management Department to perform painting services as it relates to remodeling, renovations or maintenance work on County owned and operated buildings.
- 1.3 The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

### 2.1 **GENERAL CONDITIONS**

- 2.2 The Contractor will be under the direct supervision of the Facilities Management Department personnel for work assignments.
- 2.3 The Contractor shall be responsible for quality of work and assuring that work meets all existing codes.
- 2.4 The Contractor will provide all necessary tools and equipment to complete the various projects.
- 2.5 **All materials shall be provided by the County, see list below.** The Contractor shall transport materials when requested.
  - 2.5.1 All Paints and Stains
  - 2.5.2 All Primers and Sealers
  - 2.5.3 Roller Frames
  - 2.5.4 Roller Covers
  - 2.5.5 Paint Brushes
  - 2.5.6 Painters Tape
  - 2.5.7 Masking Tape
  - 2.5.8 All Types of Chalking
  - 2.5.9 Sand Paper and Sanding Blocks
  - 2.5.10 All Paint Thinner and Solvents
- 2.6 The County will supply paint, varnishes and other coating materials. Facilities Management Department will select and approve all colors.
- 2.7 The Contractor shall supply necessary coverings, drop clothes, etc., to protect and/or keep UNPAINTED AREAS CLEAN.
- 2.8 The Contractor shall supply all equipment necessary to apply any industrial coating, such as, but not limited to, the following: Multi Specs, Epoxy's, Enamels, Latex, Oils, and Varnishes.
- 2.9 The Contractor shall supply lift equipment and/or scaffolding necessary to paint any County-owned or operated building's interior or exterior.
- 2.10 Work will be performed during business hours. Time will have to be flexible for County buildings which operate 24 hours-a-day. Exception to normal working hours will be arranged with the Contractor and the Facilities Management Department prior to the commencement of any projects.
- 2.11 The crews shall report to the Facilities Director or assigned staff member at the beginning and ending of each work day to record the time spent on the specific project.
- 2.12 The Facilities Director of the Facilities Management Department shall be the only authorized personnel to notify the awarded Contractor in case of an emergency repair to a County building.

- 2.13 Prior to the commencement of any scheduled project, the Contractor will be required to provide the County with a written quote of the project for review and approval. Contractor shall be required to provide written quotes **(per their Bid Form pricing)** within three (3) business days after initial contact by the County and work shall commenced within (three) 3 days after written approval.
- 2.14 If there is a change in the project scope which causes a change in price, the contractor must resubmit a revised cost estimate **(per their Bid Form)** and receive approval prior to performing work.
- 2.15 Payment shall be made to the Contractor upon completion and acceptance of a project or on a monthly basis depending on the scope of the project. No advance payment of any kind shall be made by the County. All invoices submitted shall be an itemized list of hours/rate and an itemized list of materials with costs.
- 2.16 All charges (trip charge, fuel charge, labor, etc.) must be included in bid pricing.
- 2.17 Contractor shall ensure all flammable materials, such as adhesives, glues, and other flammable liquids are properly stored away from combustible materials, and that flammable liquids be stored in accordance with the National Fire Protection Association (NFPA) Standard, NFPA 30.
- 2.18 Contractor shall provide a current Material Safety Data Sheet (MSDS) to the Facilities Management Department for any/and every chemical/hazardous material utilized in the scope of this project.
- 2.19 Contractor shall ensure no open flames, or exposed heating element equipment is utilized in the close proximity of any flammable materials or chemicals.
- 2.20 Contractor shall follow all manufacturer's recommended practices and guidelines for use of coating materials.
- 2.21 If applicable and at the sole discretion of the County, Contractor shall be certified or trained in application of coating materials. If the warranty for any materials used requires certification by the manufacturer, it is the responsibility of the Contractor to obtain and maintain such certifications. Contractor will advise the County of any such requirements for any coating materials to be used, whether supplied by the County or the Contractor.
- 2.22 **Inspection:** Contractor will be required to do a joint inspection with Facilities Management upon completion of work.

### 3.1 **BACKGROUND CHECKS**

- 3.2 Contractors will be required to successfully pass a background check prior to entering any County building. The Contractor will be responsible for the costs of background checks.
- 3.3 Contractor will have background checks, acceptable to the County on all employees of the Contractor and any subcontractors, whether full or part time at least 72 hours prior to such employee(s) commencing work. The Contractor will ensure that no employee of the contractor or any sub-contractor who has not had a background check run will enter Buildings identified in this agreement as requiring such checks.
- 3.4 The County or the Administrating Official for Agencies occupying buildings for which the County provides maintenance, janitorial, construction or other services may refuse to allow any contractor or sub-contractor's employee's access to the buildings or offices occupied if deemed by the Agency Administrator to be in the best interest of the orderly functioning of the Agency.

### 4.1 **IDENTIFICATION BADGES**

- 4.2 The contractor shall require that all his employees have a shirt with visible company logo and personal identification on the individual employee. All contractor personnel must follow all applicable sign-in rules/guidelines associated with various buildings and/or as required by security staff.

### 5.1 **WARRANTY**

- 5.2 Contractor shall warrant their professional workmanship according industrial standards. Contractor shall provide a warranty letter to the County upon completion of work.
- 5.3 The contractor shall respond to request from the County for warranty work within three (3) business days.

6.1 **HOLIDAYS**

6.2 The following days shall be holidays recognized by the Alachua

County: New Year's Day..... January 1  
Martin Luther King's Birthday..... 3rd Monday in January  
Memorial Day..... Last Monday in May  
Independence Day..... July 4<sup>th</sup>  
Labor Day..... 1st Monday in September  
Veteran's Day..... November 11<sup>th</sup>  
Thanksgiving Day..... 4th Thursday in November and Friday after Thanksgiving  
Christmas Eve..... December 24<sup>th</sup>  
Christmas Day..... December 25<sup>th</sup>

6.3 If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday and if any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday. When cleaning services cannot be performed on Friday due to it being a holiday, the contractor will perform limited cleaning services on Thursday night such as; cleaning of restrooms, trash removal, elevators, hallways, main entrances, lobbies, conference rooms and other high use areas.

7.1 **PAYMENT PROCESS**

7.2 Payment will be made only after services are rendered and properly invoiced.

7.3 A work order number will be issued by Facilities Management Department for work scheduled by Facilities Management. The current purchase order number will be included on all invoices submitted for payment.

7.4 Payments for all itemized sums must be properly invoiced and shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes "Local Government Prompt Payment Act."

7.5 All charges (trip charge, fuel charge, labor, etc.) must be included in bid pricing.

7.6 Payment shall be made to the Contractor upon completion and acceptance of a project or on a monthly basis depending on the scope of the project.

7.7 **All invoices submitted shall include an itemized list of hours/rates (per their Bid Form).**

7.8 No advance payment of any kind shall be made by the County.

7.9 All requests for payment shall be mailed to the Alachua County Facilities Manager or ACLD Facilities

Manager: Alachua County BoCC  
Facilities Management Department  
915 SE 5<sup>th</sup> Street  
Gainesville FL 32601

Alachua County Library District  
Facilities Management  
401 E University Avenues  
Gainesville FL 32601

## PART D – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☐ Bid Form (Remember to fill this form out completely) **THIS FORM MUST BE SIGNED.**
- ☐ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☐ Submit the appropriate number of copies that are double-sided and printed on recycled paper with a **minimum of 30% post-consumer content.**
- ☐ Fill out **all of the exhibits** as required, especially **Exhibit C, Small Business Enterprise (SBE) Program Participation Form** and **Alachua County Government Minimum Wage (GMW) Form.** **Failure to complete Exhibit C** will deem your bid submission as **“NON-RESPONSIVE”.**
- ☐ Include any insurance requirements.
- ☐ Include any bonds that may be applicable.
- ☐ Remember to submit your Bid prior to the submittal deadline. It is the vendor’s responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. Please be aware that it may be difficult at times to find parking around the County Administration Building. **LATE BIDS WILL NOT BE CONSIDERED.**
- ☐ Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor’s company name should be clearly marked on the outside of the envelope.

If you have questions concerning these items or other, sections of the bid solicitation please contact the Division of Purchasing for clarification prior to submitting your bid.

**BID FORM**

**BID NUMBER:** 19-32: Annual Painting Services

**BID OPENING DATE:** 2:00 pm, Wednesday, May 16, 2018

**PLACE OF BID OPENING:** Alachua County Division of Purchasing, 3<sup>rd</sup> Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida, 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

<b>ITEM BID</b> <i>All charges (trip charge, fuel charge, labor, etc.) must be included in bid pricing.</i>	<b>Regular Hours 7:00 AM- 5:00 PM (Mon-Fri)</b>	<b>Before &amp; After Regular Hours, including Weekends and Holidays</b>
<b>Painter, Master</b>	_____/hour	_____/hour
<b>Painter, Helper</b>	_____/hour	_____/hour

Acknowledge Receipt of Addendum(s) *(if applicable circle)*: #1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Clearly Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

**RESPONSIBLE AGENT FORM**

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

Email Address: \_\_\_\_\_

ALTERNATE RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

Email Address: \_\_\_\_\_

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

**ATTENTION:**

**VENDOR**

**MUST**

**COMPLETE AND**

**SIGN EXHIBIT C**

**TO BE**

**CONSIDERED**

**RESPONSIVE**

**Small Business Enterprise (SBE) Program Participation Form**

**BID NUMBER: 19-32: Annual Painting Services**

***OPTION 1***

I certify that our Company is an **Alachua County Certified Small Business Enterprise (SBE)** registered prior to the Bid opening.

**Circle One:**            **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 2.*)**

***OPTION 2***

I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this bid.

**Circle One:**            **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 3.*)**



**OPTION 3**

**SBE Participation.** I certify that our Company has contacted the **Alachua County's Certified SBEs** listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory, available at:

<http://smallbusdir.alachuacounty.us/>.

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for **the total dollar value and percentage of the bid** set forth below.

**If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to *Option 4* and document your Good Faith Effort.**

SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)

BID NUMBER: 19-32: Annual Painting Services

**OPTION 4**

**SBE Good Faith Effort.** To be considered responsive all Vendors **must have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor must complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Section 22.36, of the Alachua County Purchasing Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response **MUST** be recorded in the section below.)

1	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
2	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
3	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
4	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
5	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
6	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		
7	Name of SBE Company:	Date SBE Contacted
SBE Contact Name: Phone:		/ /
Must be completed by. SBE Response when contacted:		

**BID NUMBER: 19-32: Annual Painting Services**

I as the undersigned Vendor certify that I have completed one of the option(s) below *(Circle One)*:

**OPTION 1**

**OPTION 2**

**OPTION 3**

**OPTION 4**

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) the Division of Purchasing at 352.374.5202, for direction.**

Vendor Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title \_\_\_\_\_

**ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM**

Bid 19-32: Annual Painting Services

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Please mark the appropriate box below that applies to how you pay your employees:

1.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$13.00 hourly</b> and are provided health benefits?
2.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$15.04 hourly but are not provided</b> health benefits?

Bidder: \_\_\_\_\_ Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Clearly Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DRUG FREE WORKPLACE**

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

\_\_\_\_\_  
Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

- - - OR - - -

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**BIDDER'S QUESTIONNAIRE**

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Number of years in this type of service? \_\_\_\_\_ Number of years licensed in Alachua County: \_\_\_\_\_

Number of employees "ON THE JOB" each week: \_\_\_\_\_ Number of employees "ON CALL" each week: \_\_\_\_\_

Will you subcontract any part of this work: Yes \_\_\_\_\_ No \_\_\_\_\_ If so, give details: \_\_\_\_\_

List all major equipment which will be available upon commencement of the agreement to perform the required service:

Do you currently hold any municipality contracts: Yes \_\_\_\_\_ No \_\_\_\_\_ If so, please indicate below:

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

2) Firm: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

3) Firm: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Are your employees screened by: (indicate)

1) Polygraph \_\_\_\_\_

2) General Interview \_\_\_\_\_

3) Background Investigation \_\_\_\_\_

4) Police Record Check \_\_\_\_\_

5) Additional \_\_\_\_\_

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes \_\_\_\_\_ No \_\_\_\_\_. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: \_\_\_\_\_

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

## Proposed Subcontractors (Non-Small Business Enterprise) Form

BID NUMBER: 19-32: Annual Painting Services

This form is for all **Non-Small Business Enterprise subcontractors** being utilized on this project that **are not included** on Exhibit C.

Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)

If additional space is required for your subcontractor listing, make copies of this Exhibit H and submit with you bid package.



**TYPE “A” INSURANCE REQUIREMENTS  
“ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**The Contractor shall procure and maintain for the duration of this 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/vendor, his agents, representatives, employees or subcontractors.**

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

**AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

**EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor’s insurance and shall be non-contributory.

**II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:**                      **Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

**The Certificate of Insurance must contain the following:**

**Department Contact: Dan Bass**

**Department: Facilities Management**

**Department Phone: 352.374.5229**

**Bid: 19-32 Annual Painting Services**