



Invitation to Bid (ITB)

Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303
purchasing@leonschools.net

Supplemental Custodial Services District-Wide ITB 2413-2025

ITB Released: February 27, 2024

Deadline for Questions*: March 12, 2024

Bids Due*: 2:00 p.m. on March 21, 2024

Staci Coppinger
Procurement Officer

*Timeline subject to change. Changes will be communicated through an addendum to this ITB (see Section 1.8)

ITB Timeline

Steps in the ITB Process	Date and Time	Location (if applicable)
Release of ITB	February 27, 2024	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
Written Questions Due	March 12, 2024	Submit to: Staci Coppinger, Procurement Officer Subject: ITB 2413-2025, Supplemental Custodial Services District-Wide Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	March 14, 2024	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
Sealed Bids Due and Opened	March 21, 2024, @ 2:00 P.M.	Submit to: Leon County Schools Purchasing Department Attn: Staci Coppinger, Procurement Officer ITB 2413-2025, Supplemental Custodial Services District-Wide 3397 W. Tharpe Street Tallahassee, FL 32303* <small>*Also, the location for the Bid Opening</small>
Anticipated Date the District will Advertise its Notice of Award Recommendation	April 2, 2024	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/

Table of Contents

ITB Timeline	2
SECTION 1: Key Information	6
1.1 Quick Facts	6
1.2 Bidder Qualifications.....	6
1.3 How to Contact Us (Procurement Rules and Information).....	6
1.4 Developing Your Bid.....	7
1.5 Submitting Your Bid	8
1.6 Bid Opening.....	9
1.7 Disposition of Bids	9
1.8 Changes to the ITB	10
1.9 Protest Procedures	10
SECTION 2: Scope of Work.....	11
2.1 Background	11
2.2 Procurement Overview/Requirements.....	11
2.3 Contract Term	11
2.4 Bidder Responsibilities.....	11
2.5 Scope of Work.....	12
2.6 Administrative Procedure	14
2.7 Contract Price	15
2.8 Purchase Orders.....	16
2.9 Invoice and Payment.....	16
2.10 Performance Monitoring	16
SECTION 3: Procurement Rules and Information	18
3.1 Contents and Format of Bid Submittals.....	18
3.2 Basis of Award.....	18
3.3 Advertising Notice of Board Decision	18
3.4 No Prior Involvement and Conflicts of Interest	19
3.5 Confidentiality, Proprietary, or Trade Secret Material	19
3.6 Florida Preference.....	19
3.7 Small Business Participation	20
3.8 Local Business Preference.....	20
SECTION 4: Contract Terms and Conditions	21

4.1	Contract Modifications	21
4.2	Use by Other Public Agencies	21
4.3	Travel Expenses.....	21
4.4	E-Verify.....	21
4.5	Subcontracts	22
4.6	Background Screening Requirements/Jessica Lunsford Act	22
4.7	Insurance	23
4.8	Copyrights, Right to Data, Patents, and Royalties	24
4.9	Independent Contractor Status	24
4.10	Contact with Students	24
4.11	Assignment	25
4.12	Force Majeure.....	25
4.13	Severability	25
4.14	Reservation of Rights	25
4.15	Americans with Disabilities Act.....	25
4.16	Employment of District Personnel	25
4.17	Legal Requirements	25
4.18	Conflict of Law and Controlling Provisions	26
4.19	Default	26
4.20	Termination	26
4.21	Public Records.....	27
4.22	Indemnification	28
4.23	Disputes	28
4.24	Federal Terms and Conditions	28
4.25	Anti-Discrimination	30
4.26	Discriminatory Vendor List.....	30
4.27	Public Entity Crime & Convicted Vendor List	30
4.28	Scrutinized Companies Certification	30
4.29	Vendor Interests	31
SECTION 5: Definitions.....		32
Attachment I		33
Attachment II		34
Attachment III		36

Attachment IV.....	37
Attachment V.....	38
Attachment VI.....	39
Attachment VII.....	40
Attachment VIII.....	41
Attachment IX.....	43
Exhibit A.....	46
Exhibit B.....	49

SECTION 1: Key Information



1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the “District”) is seeking experienced and qualified Vendors to establish firm pricing to provide custodial services on an as needed basis district-wide. The District does not guarantee to any Successful Bidder (hereinafter referred to as “Contractor”) a specific volume of work as a result of award.

- a. The use of capitalization (such as Bidder) denotes words and phrases with special meaning as defined in Section 5, Definitions.
- b. Unless otherwise indicated, all dates and times reflect Eastern Time (Tallahassee, Florida).
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



1.2 Bidder Qualifications

Bidders shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract. The Bidder must have:

- a. The Bidder must be duly licensed in the State of Florida;
- b. The Bidder shall have three (3) years continuous experience in the last five (5) years providing custodial services for commercial customers of similar scope and size;
- c. The Bidder shall have experience successfully providing custodial services to at least three (3) commercial accounts of a similar size and scope; and
- d. The Bidder shall have personnel that are properly trained and able to meet all requirements of this ITB.



1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITB must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478>.
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Bidders to this ITB or persons acting on their behalf may not contact any

employee, officer or member of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Bid.

- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
- e. **The District's Procurement Officer**
Name: Staci Coppinger, Procurement Officer
Purchasing Department
Leon County Schools
3397 W. Tharpe Street
Tallahassee, FL 32303
Telephone: (850) 488-1206
Email: purchasing@leonschools.net
- f. The Bidder shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITB (see Section 2.2). Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder.



1.4 Developing Your Bid

- a. This ITB is being issued as part of an open, competitive process and sets out the appropriate steps and conditions.
- b. Bidders should take the time to read and understand the ITB. In particular, they should:
 - 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
 - 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
 - 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Bidders should prepare a clear and concise Bid, avoiding complicated jargon, and thoroughly describe their ability to meet the expectations of the District.
- d. Bidders must follow the format and instructions included in this ITB for their Bid submittal.

- e. Bids that contain provisions that are contrary to the material requirements of this ITB are not permitted. Including alternate provisions or conditions to material requirements will be considered a counter offer and will result in the Bid being deemed non-responsive.
- f. Bidders must use Attachment I, Price Sheet, to submit pricing. Bidders shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITB.
- g. Bidders should thoroughly review their Bid before submission to ensure the Bid is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- h. The District is not liable for any costs incurred by a Bidder while responding to this ITB, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Bidders are expected to submit questions or concerns regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
- j. The District shall reject any and all Bids that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Bid rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Bidder must be duly licensed in the State of Florida;
 - 2. The Bidder must provide three verifiable references from commercial accounts of a similar size and scope;
 - 3. The Bidder shall have three (3) years continuous experience in the last five (5) years providing custodial services for commercial customers of similar scope and size;
 - 4. The Bidder must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government Laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.); and
 - 5. The Bidder shall complete and submit the following:
 - i. Attachment I, Price Sheet
 - ii. Attachment II, Required Provisions Certifications
 - iii. Attachment III, Notice of Conflict of Interest
 - iv. Attachment IV, Bidder Contact Information
 - v. Exhibit B, Bidder References



1.5 Submitting Your Bid

- a. Bidders shall submit their Bids in a sealed envelope or package with the ITB number and the date and time of the Bid opening clearly marked on the sealed envelope or packaging. Bidders may submit their Bids by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. The District will not accept any Bids submitted via email or fax.
- b. Bidders must mail or otherwise deliver their Bids to the following address:

Leon County Schools

Purchasing Department

ITB 2413-2025, Supplemental Custodial Services District-Wide

Attn: Staci Coppinger, Procurement Officer

3397 W. Tharpe Street

Tallahassee, FL 32303

- c. It is the Bidder's responsibility to ensure their Bid is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Bids received and shall provide the official time for the Bid opening. Late Bids will not be accepted.
- d. Submit one (1) signed, original, one (1) additional hard copy and one (1) electronic copy of the Bid in searchable PDF format on an electronic storage device or flash drive (not password protected). The original physical Bid will take precedence in the event there is a discrepancy between the original and electronic copy.
- e. If the Bidder includes information in their Bid that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Bid; as outlined in Section 3.5, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
- f. Bidders are encouraged to print Bid documents double-sided and minimize the use of non-recyclable materials.



1.6 Bid Opening

- a. Bids are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Bid that is improperly sealed, addressed, or not correctly identified with the ITB number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Bidders.



1.7 Disposition of Bids

- a. The District reserves the right to withdraw this ITB at any time and, by doing, assumes no liability to any Bidder.
- b. The District reserves the right to reject any Bids received in response to this ITB.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the District's best interest. The District may correct Minor Irregularities at its exclusive option but is not obligated to do so.
- d. All documentation produced as part of this Bid shall become the exclusive property of the District, may not be returned to or removed by the Bidder or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Bid will not affect this right. Should the District reject all Bids and re-solicit, information submitted in response to this ITB will become a matter of public record as indicated in Section 119.071, F.S.

The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Bid. The award or rejection of a Bid shall not affect this right.



1.8 Changes to the ITB

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Bidders are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Bid.



1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32303, or via email to Bidprotests@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

(The remainder of this page is purposefully blank)

SECTION 2: Scope of Work

2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for the operation, control, and supervision of all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 30,000 students ranging from pre-kindergarten through the 12th grade. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, The District offers a variety of specialized technical training programs for the higher-grade levels.

2.2 Procurement Overview/Requirements

Through this solicitation, the District is seeking to identify qualified vendors and establish a Contract(s) at firm pricing to provide supplemental custodial services as required and scheduled by individual school sites or facilities.

The District has determined that no one Vendor is able to meet its volume, frequency, or availability requirements to provide custodial services as requested. As such, the District reserves the right to award this bid to multiple Vendors to provide the services required.

2.3 Contract Term

We anticipate that the Contract(s) will commence within 90 days of award on or about July 1, 2024.

The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years

2.4 Bidder Responsibilities

Each Bidder is required to carefully examine the ITB requirements, Bid prices and extensions, insurance requirements, licensing requirements, Bid opening date and time, and to completely familiarize itself with all of the terms and conditions that are contained within the ITB. Failure to do so on the part of the Bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the ITB.

2.5 Scope of Work

The District intends, through this solicitation, to identify qualified and experienced Contractors for supplemental custodial services including all labor and supervision at various District schools and facilities, on as needed basis, per the requirements of this ITB. Services shall include all functions normally considered part of workmanlike, satisfactory janitorial work. Work is to include:

- Routine Daily Cleaning;
 - Weekly Cleaning;
 - Stripping and Waxing of Floors; and
 - Periodic Project Cleaning.
- a. Contractor shall have adequate personnel, and shall supervise and direct all work, using their best skill and attention. Contractor shall be solely responsible for coordinating all portions of the work and shall assume liability for each site or project assigned. Contractor shall provide a responsible, knowledgeable, work site supervisor, who has decision making authority.
 - b. It is anticipated that the majority of the work assignments will take place Monday through Friday after school between the hours of 3:00 pm – 11:00 pm, taking into consideration holidays, or other school calendar days when the school may be closed. Any work disruptive to the operation of the school or facility may be required on a Saturday or Sunday at the sole discretion of the District.
 - c. All supplies, materials and equipment, whether provided by the District or Contractor, shall be used for the purpose for which they were intended. Contractor shall not use any products which would be unsuitable for the purposes, or harmful to the surfaces to which applied, or to any other part of the building, its contents, or equipment.
 - d. Electrical power will be furnished by the District, at existing power outlets, for Contractor's use to operate such equipment as is necessary for the conduct of work. Contractor's employees shall not unplug any equipment already plugged in during the performance of their duties. Water will also be made available, as necessary, for services required.
 - e. Contractor shall be responsible for instructing their employees in safety measures considered appropriate. In addition, Contractor shall not permit placing of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations.
 - f. All supplies, equipment and machines shall be kept free of traffic areas or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. When supplied by the District, cloths, mops, or brushes shall be placed in the designated areas provided for this purpose. Cleaning solutions will be disposed of in utility sinks designated for this purpose.

2.5.1 Custodial Requirements

Essential custodial functions, as outlined below, are solely intended to be representative of the tasks to be performed. It is not necessarily descriptive of any one site's needs. The omission of an essential function does not preclude the District from assigning duties not listed herein if such functions are a logical assignment for the provision of services contemplated by this ITB.

See Exhibit A – Schedule of Duties - for daily, weekly and monthly duties required for specific areas.

- a. Contractor staff must be properly trained and able to fulfil the physical requirements of the tasks assigned.
- b. Properly utilize electrical cleaning equipment in the assigned facility during hours assigned, i.e., vacuum cleaners, shampoo machines, high speed buffers.
- c. Safely utilize appropriate chemicals and cleaners according to instructions and established State of Florida Department of Education regulations to ensure personal, student, public, and staff safety.
- d. Ensures assigned areas are properly secured upon completion of daily tasks, i.e., locking doors and windows, turning off lights and electrical units.
- e. Performs custodial tasks, to include, but not limited to, emptying and cleaning waste receptacles; washing windows; dusting furniture; cleaning vents, fans, walls.
- f. Performs sanitizing tasks in various facility areas, to include restrooms, kitchen, cafeteria, and food service areas.
- g. Performs physically demanding tasks requiring use of heavy custodial equipment, to include mopping, stripping, waxing, and floor buffing.
- h. Reports emergency situations to the Board's Contract Manager to confine, resolve, or prevent injurious or otherwise dangerous conditions, such as spills, broken windows, broken locks, slip and fall hazards.
- i. Moves furniture and other equipment in the performance of duties.
- j. Clean equipment and tools after use and maintains cleanliness and order in storage areas.
- k. Reports equipment malfunctions and facility maintenance needs to the Board's Contract Manager.
- l. Performs routine maintenance on facility custodial equipment, such as changing vacuum cleaner belts, bags, and buffer machine pads.
- m. Performs non-cleaning tasks including, but not limited to, changing light bulbs, re-filling paper and soap dispensers, assisting in setting up for meeting/conferences.
- n. Function independently, or as part of a custodial crew depending on the nature of the task, such as seasonal facility preparations, or other major custodial projects.
- o. Wastepaper and trash shall be removed to the main disposal area determined by the District's Contract Manager. Main disposal area refers to dumpsters which are located outside of buildings. All collected trash will be deposited daily into the main disposal area. No staging of trash will be allowed on interior flooring or around exterior of buildings. Leak proof carts used to transport trash shall be cleaned and deodorized as needed.

2.5.2 Sanitizing Requirements

Daily cleaning of all high touch surfaces. High touch surfaces are those that are frequently touched by multiple people daily and include, but are not limited to:

- a. Shared computer keyboards and mice;
- b. Shared musical instruments;
- c. Doorknobs, push bars, handrails, light switches and elevator buttons;
- d. Faucet handles, toilet handles, towel dispensers, soap dispensers and hand dryers;
- e. Handles on microwaves and refrigerators;
- f. Vending machines; and
- g. Water fountains.

2.5.3 Stripping and Waxing of Floors

The Contractor will provide all materials required to strip and wax the floors. Contractor must submit MSDS and technical sheets for stripper, wax, and defoamer being used for approval by the site Project Manager before work commences.

- a. The selected stripper must be recommended for use of cold water.
- b. The selected wax must be 25% non-volatile solid, burnishable, with no powder or yellowing and must not contain urethanes.
- c. The selected wax must be a premium grade product that produces a high gloss shine for heavy traffic, frequent cleaning, and weekly burnishing cycles.
- d. Remove old wax from floors, floor molding, thresholds, etc.
- e. Floors must be stripped down to bare tile, leaving no old wax, and rinsed.
- f. All stripper solution must be cleaned off baseboards, walls, doors, door jambs, and kick-plates prior to waxing.
- g. All cleaning and rinsing of equipment and stripper solution must be disposed of properly.
- h. All stripper solutions must be kept off other types of flooring including carpet, spray-on resin floors, and concrete.
- i. All doorways and other openings to offices or rooms that are not being stripped and waxed will be taped, or use other measures to prevent the stripping liquid from flowing under the door or through other openings into those rooms.
- j. Wax must be applied with a finishing mop or applicator.
- k. Four (4) coats of wax are required in all classrooms and offices; Five (5) coats of wax are required in hallways with all doorways blended properly.
- l. Wax shall not be applied by flooding or poured on floors causing puddling and spills that dry permanently on the floors.
- m. Wax shall not be placed on hallway inclines with non-skid resin floors.
- n. A trained supervisor shall be on site and in charge of the work crew at all times. The supervisor shall be able to communicate effectively with the work crew and District staff. All personnel must remain in the designated work area, and out of offices and other areas where work is not being performed.

2.6 Administrative Procedure

The awarded Contractor(s) will provide, as requested by authorized District staff, job estimates or quotes at no charge to the District. The Contractor must respond to project quote requests with a written quote within two (2) business days. It is the intention of the Board to contract with the most qualified and responsive Contractor at a competitive cost to the Board. At the Board's discretion, competing quotes may be solicited for individual projects. The awarded pricing from this Contract(s) will be the basis for all invoicing/billing for goods and services provided under this Contract. Contractors may submit quotes for prices lower than the contracted rates but may not exceed the proposed rates.

When requesting a project quote:

- a. Contractor shall be notified of the project and site location.
- b. When necessary, a mutually agreed upon date and time shall be arranged between the Contractor and School Board project coordinator responsible for overseeing the project.
- c. After a general overview of the project is given to the Contractor on site or verbally, Contractor shall prepare a written proposal on Contractors letterhead to include but not limited to:
 - i. A brief description of work assignment to include buildings or areas to be cleaned;
 - ii. The total square foot of the designated workplace where services will be provided;
 - iii. When appropriate, the total # of labor hours estimated for special project oriented services; and
 - iv. The term of the services to be provided.
- d. Upon acceptance of the job estimate the District will issue a purchase order. At no time should work commence without an authorized purchase order with the exception of a District approved designated emergency.
- e. If the Contractor does not wish to issue a quote or cannot meet the requirements of the project, the Contractor shall respond in writing with a "No Quote" and provide an explanation as to why they are not submitting a quote. Any Contractor that fails to submit a request for quote successively three (3) times in a row may have their contract cancelled due to non-performance.

2.7 Contract Price

Bid prices are "Not to Exceed" (NTE) for the contract period and shall reflect all applicable costs to include labor, supervision, transportation, personal protective equipment and uniforms. NTE pricing allows the Contractor the opportunity to quote individual service requests at a lower rate. Any and all fees, charges and costs associated with performing the required services must be included in the daily pricing by the square foot. No other fees, charges, or costs will be accepted by the District.

Awarded Contractors shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, electricity utilized, venue security cost for specialized equipment and supplies/materials belonging to the offeror, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, food, all other cost and charges, and all things and services necessary to provide services in accordance with the requirements of this ITB.

There shall be no add-on charges allowed or approved of any kind. The District intends to contract for these services in the most economical way. When a daily or monthly rate differ, the lesser of the two will prevail.

- a. The District shall provide all consumable products including, but not limited to toilet paper, towels, trash can liners and hand soap in addition to all necessary cleaning, sanitizing and disinfectant agent items with proper labels.
- b. The District shall provide all supplies and equipment.

- c. A daily rate shall be provided for:
 - i. School/Facility Designated Workspace < 10,000 square feet
 - ii. School/Facility Designated Workspace Between 10,000 – 49,999 square feet
 - iii. School/Facility Designated Workspace Between 50,000 – 100,000 square feet
 - iv. School/Facility Designated Workspace >100,000 square feet

- d. A monthly rate shall be provided for:
 - v. School/Facility Designated Workspace < 10,000 square feet
 - vi. School/Facility Designated Workspace Between 10,000 – 49,999 square feet
 - vii. School/Facility Designated Workspace Between 50,000 – 100,000 square feet
 - viii. School/Facility Designated Workspace >100,000 square feet

- e. A per square foot rate shall be provided for Hard Floor Stripping and Waxing as defined in S. 2.5.3
- f. Bidders are required to submit an hourly rate for custodians when used to supplement District staff due to absenteeism during the school year. A supplemental custodian is NOT to be used in addition to the daily or monthly rates, but in the event only of a short-term absenteeism or special project request. The billable hourly rate shall start upon arrival at the job site and end upon departure from the job site.
- g. Bidders are required to submit a percentage mark-up over cost additional work or one-time projects for materials, supplies, equipment, machines and tools.

2.8 Purchase Orders

A purchase order issued by the District purchasing department or from school internal accounts is the only legal authorization for Contractors to perform services to the District. A commitment, either written or verbal, from district employees without a purchase order issued does not constitute an obligation by the District to a Contractor. Contractors that perform services or provide commodities without a purchase order do so at their own risk and at risk of non-payment.

2.9 Invoice and Payment

The Contractor shall submit monthly invoices by the 10th of the month for work performed the prior month. Invoices should contain sufficient detail for a pre and post-audit. **No deviation to the billing cycle will be approved.** The District's payment terms are net 30 days from receipt of a properly detailed and accurate invoice.

2.10 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Contractor's performance under the Contract and in determining compliance with Contract terms and conditions.

- On-site reviews of work performed;
- Documentation/review of timely response to work requests;
- Documentation/review of timely completion of work as assigned; and
- Documentation/review of invoices

The Contract Manager will provide a written monitoring report (email acceptable) to the Contractor within five (5) days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Contractor the opportunity for correction, where feasible. Within five (5) calendar days of receipt of the District's written monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. CAPs that do not contain all the information required shall be rejected by the Contract Manager in writing. The Contractor shall have ten (10) calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based on the submitted CAP.

Any Contractor that has documented non-compliance issues without resolution one or more times may have their contract cancelled due to non-performance. Contract cancellation will be at the sole discretion of the District.

(The remainder of this page is purposefully blank)

SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Bid Submittals

All Bids must include the following required forms:

- a. Each Bidder shall complete and submit Attachment I, Price Sheet.
- b. Completed Application for Vendor Status* and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
- c. Attachment II, Required Provisions Certifications
- d. Attachment III, Notice of Conflict of Interest
- e. Attachment IV, Bidder Contact Information
- f. Attachment V, Local Preference Affidavit (if applicable)
- g. Attachment VI, Subcontracting Form (if applicable)
- h. Attachment VII, Drug-Free Workplace Certification (if applicable)
- i. Attachment VIII, Certification Regarding Debarment
- j. Attachment IX, Certification Regarding Lobbying
- k. Exhibit B, Bidder References

***Please note, if the Vendor is already registered with the District, it does not need to submit another application.**

3.2 Basis of Award

The District intends to issue an award to the Responsible Bidder(s), who provide the best value to the District. The District will apply a preference to Vendors as indicated in Sections 3.6, 3.7, and 3.8.

The District reserves the right to require bidder(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.

Any and all award(s) made as a result of this ITB shall conform to all applicable Board policies, State Board rules, and Florida Statutes.

3.3 Advertising Notice of Board Decision

The District reserves the right to award one (1) or more Contracts, in whole or part, for the services sought in this ITB. The District reserves the right to accept or reject any and all offers or separable portions and waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the Board's best interest. While the Board will encourage use by all District departments, the Contract(s) is not an exclusive agreement, and the Board may secure the same or similar goods and services from other vendors in accordance with applicable procurement laws, rules, and policies.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Bids, or to cancel/withdraw the ITB.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

3.4 No Prior Involvement and Conflicts of Interest

Any Bidder who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity, is ineligible to participate in this solicitation.

Additionally, no Bidder shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Bidder. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made or authorized to be made by anyone for, or on behalf of, the Board. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.

3.5 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities, as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Bidder must also simultaneously provide the District with a separate redacted copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Bidder on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Bidder submits its Bid to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure.

Further, the Bidder shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its Bid, the District is authorized to produce the entire documents, data, or records submitted by the Bidder in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

3.6 Florida Preference

When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, and then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state

does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

3.7 Small Business Participation

This ITB is subject to the small business development provisions specified in Board Policy 6325.

3.8 Local Business Preference

This ITB is subject to the local preference provisions specified in Board Policy 6450.

[The remainder of this page is purposefully blank]

SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The Contractor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require a formal contract amendment. The District shall provide written notice to the Bidder 30 days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Bidder's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a written change order or formal Contract amendment.

The District will authorize additional services on an individual basis. The District would jointly determine with the Contractor a "not to exceed" price for each additional project using the contractually established hourly rates.

4.2 Use by Other Public Agencies

Pursuant to their own governing laws and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Bidders due to this ITB or Contract.

4.4 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this RFP. Anticipated subcontract agreements known at the time of Proposal submission must be identified in the submitted Proposal using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half ($\frac{1}{2}$) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract. The Contractor shall bear all costs associated with background screening.

District Contact

Donald Kimbler

Leon County Schools Safety & Security

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

4.7 Insurance

Below are the minimum insurance requirements the Contractor(s) must maintain:

- 4.7.1 General Liability:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 4.7.2 Professional Liability/Technology Errors & Omissions:** Limit not less than \$1,000,000 per occurrence covering services provided under this Contract.
- 4.7.3 Workers Compensation:** Florida Statutory limits in accordance with Chapter 440, F.S.; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 4.7.4 Auto Liability:** Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If the Contractor does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Contractor must be furnished to the District indicating the following: *"(Contractor Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition."*
- 4.7.5 Acceptability of Insurance Carriers:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- 4.7.6 Verification of Coverage:** Proof of insurance must be furnished within fifteen (15) days of the award of the contract.
- 4.7.7 Required Conditions:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- The School Board of Leon County, Florida, its members, officers, employees, and agents are added as additional insured.
- All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Leon County, Florida.
- Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St., Tallahassee, FL 32303
- The School Board of Leon County, Florida, reserves the right to review, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein throughout the term of this agreement.
- 4.7.8 Cancellation of Insurance:** Vendors are prohibited from providing services under this Agreement with the District without the minimum required insurance coverage and must notify the District within two business days if required insurance is canceled.

4.8 Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Proposer. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractors without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.9 Independent Contractor Status

The Contractor shall be considered an independent contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.10 Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent

contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.11 Assignment

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

4.12 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.13 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.14 Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

4.15 Americans with Disabilities Act

The Proposer shall comply with the Americans with Disabilities Act (ADA). In the event of the Proposer's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Proposer may be declared ineligible for further contracts.

4.16 Employment of District Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

4.17 Legal Requirements

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Proposals received in response to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Proposal hereto and the Leon County School Board, by and through its officers, employees and authorized

representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.18 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.

4.19 Default

If the awarded Proposer should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law and/or in equity.

4.20 Termination

4.20.1 Termination at Will

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.20.2 Termination for Cause

Performance issues will be handled per Section 2.10 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

4.20.3 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

4.20.4 Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

4.20.5 Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

4.21 Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of “public record,” as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District’s custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the Proposer for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Proposer to allow public access to all documents, papers, letters, or other material made or received by the Proposer in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1) or 119.071, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT jerniganj@leonschools.net, (850)487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.

4.22 Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.23 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.24 Federal Terms and Conditions

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, contractors, and subcontractors must comply with Executive Order 11252, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as Bacon Act (2 CFR Part 200.326(D)): All vendors, contractors, and subcontractors must comply with supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and subgrants for construction or repair.
- c. Davis- the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, contractors, and subcontractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e. Access to Records (2 CFR Part 200.336): All vendors, contractors, and subcontractors shall give access to the School Board of Leon County, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books,

documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.

- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the definition of “funding agreement” under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business Contractor or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
 - 1. The prospective lower tier participant certifies, by submission and signature of this Proposal, that neither it nor its principals, its agents, or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
 - 1. The Contractor certifies, by submission and signature of their Proposal, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - 2. Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of recovered materials (2 CFR §200.322): The non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This applies to items

where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000.

- I. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

4.25 Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

4.26 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S., "An entity or affiliate who has been placed on the discriminatory vendor list 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." The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer nor its principal Vendor, agent or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.27 Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S. "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies 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. The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

4.28 Scrutinized Companies Certification

The Proposer certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Proposer certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies

they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Proposer agrees the Board may immediately terminate the Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Proposal for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.29 Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

[The remainder of this page is purposefully blank.]

SECTION 5: Definitions

In this ITB, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

Adjacent County	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the Bid or Bid opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and observed holidays.
Contract	The written agreement entered by the Board and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
District/Board (LCS)	Leon County School District, with the Leon County School Board serving as the contracting entity
District Project Manager	The District representative, or their designee, who is responsible for assigning and monitoring the individual projects on site, documenting deficiencies, and certifying project completion
Mandatory Responsiveness Requirements	Terms, conditions, and requirements must be met by the Bidder to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Bidder over other Bidders, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Minor Irregularity	A variation from the requirements herein that does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders and does not adversely impact the interests of the District.
Bidder	A legally qualified corporation, partnership, or other business entity that submits a Bid to the District in response to this ITB. This term differs from suppliers, which refers to the marketplace at large.
Responsible Bidder or Vendor	A Bidder who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Bid	A Bid submitted by a Responsible Bidder which conforms to all material aspects of this ITB.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Successful Bidder is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Bidder(s) or Contractor	The Bidder(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITB.

Attachment I Price Sheet

ITB No. 2413-2025 Supplemental Custodial Services District-Wide

Pricing shall include all labor, materials, tools, specialized equipment, supplies, electricity utilized, venue security cost for specialized equipment and supplies/materials belonging to the Contractor, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, food, all other cost and charges, and all things and services necessary to provide services in accordance with the requirements of this ITB. **There shall be no add-on charges allowed or approved of any kind. The District intends to contract for these services in the most economical way. When computation of a daily or monthly rate differ, the lesser of the two will prevail.**

	Description	Designated Workspace	Daily Price/ per sq. ft.
1.	Contractor shall provide all labor, supervision, transportation, personal protective equipment, and uniforms for Contractor Personnel.	< 10,000 sq. feet	\$
		10,000 to 49,999 sq. ft	\$
		50,000 to 100,000 sq. ft	\$
		> 100,000 sq. ft	\$
	Description	Designated Workspace	Monthly Price/per sq. ft.
2.	Contractor shall provide all labor, supervision, transportation, personal protective equipment, and uniforms for the Contractor Personnel.	< 10,000 sq. feet	\$
		10,000 to 49,999 sq. ft	\$
		50,000 to 100,000 sq. ft	\$
		> 100,000 sq. ft	\$
3.	Hard Floor Stripping and Waxing as defined in Section 2.5.3		\$ Per sq. ft.
4.	Custodian to supplement District staff absenteeism or special project assignments		\$ Per hour
5.	Percentage mark-up over cost for additional work or one-time projects for materials, supplies, equipment, machines, and tools		%

Company Name	FEIN
Authorized Representative Name (Printed)	Authorized Representative Title
Authorized Representative Signature	Date

Attachment II Required Provisions Certifications

1. Business/Corporate Experience

- a. The Bidder must be duly licensed in the State of Florida.
- b. The Bidder shall have three (3) years in the last five (5) providing commercial Custodial services.
- c. The Bidder must confirm they have a permanent place of business and adequate resources to perform the services contemplated by this ITB.
- d. The Bidder certifies that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government Laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.)

2. Prime Vendor

This is to certify that the Successful Bidder will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. Meets Legal Requirements

This is to certify that the Bidder's Bid and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Business Licensing and Financial Issues

This is to certify that the Bidder has disclosed in their Bid all suspensions, revocations, reviews of licensing, bankruptcies, judgments, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Bidder, nor its principles, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Bidder whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid with regards to this ITB. Furthermore, this is to certify that the Bid contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Bid.

8. Statement of Non-Disclosure

This is to certify that none of the contents of this Bid have been disclosed before award, directly or indirectly, to any other Bidder or competitor.

9. Statement of Non-Collusion

This is to certify that the proposed costs in this Bid have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Bidder or with any competitor, and not to restrict competition.

Attachment III Notice of Conflict of Interest

(Bidders shall complete either Section 1 or Section 2)

Company Name: _____

Solicitation Number: ITB 2413-2025

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board.

Section 1

I hereby certify that no official or employee of the School Board has a material financial interest in this company.

Authorized Representative (Signature)

Authorized Representative (Printed)

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Proposal Opening.

Name	Title/Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Representative (Signature)

Authorized Representative (Print)

Date

Attachment IV Bidder Contact Information

The Bidder shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Bidder's representative shall be:	For contractual purposes, should the Bidder be awarded, the Bidder's representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Email:		

Company Name**Authorized Representative (Signature)****Date**

FEIN#**Authorized Representative (Print)**

Attachment V Local Preference Affidavit

To qualify for the Local Vendor Preference, a Bidder must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Bid Opening. The Bidder, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Bidder affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Bidder Name: _____

Physical Address: _____

County: _____ **Phone of Local Location:** _____

Phone of Local Location: _____ **Length of Time at this Location:** _____

Is your business certified as a small business enterprise through Leon County Schools? _____

Authorized Representative (Print)

Authorized Representative (Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online

notarization this _____ day of _____ 20 _____, by _____ (name of

authorized representative) as _____ (position title for

authorized representative) as _____ (position title) for

(Vendor Name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known _____ Or Produced Identification _____ Type of Identification _____

Attachment VI Subcontracting Form

The Bidder shall complete the information below on all subcontractors that will be providing services to the Bidder to meet the requirements of the Contract, should the Bidder be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s) but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Bidder Name: _____

Type/Description of Goods or Service Subcontractor will provide: _____

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email Address: _____

Currently, Registered as a Small Business with Leon County Schools? Yes _____ No _____

Local Bidder per Board Policy 6450? _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

Attachment VII Drug-Free Workplace Certification

The undersigned Bidder, in accordance with Section 287.087, F.S., hereby certifies that

Name of Business

1. Publishes 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. Informs 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, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, a plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., 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. Imposes sanctions on or requires satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 thru 5.

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

Authorized Officer (Printed Name) _____

Authorized Officer (Signature) _____

Date _____

Attachment VIII Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower-tier participant shall provide immediate written notice to the person(s) to which this Bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Bid is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment IX
Certification Regarding Lobbying
For Contracts, Grants, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By: _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For: _____
Name of Grantee

Title of Grant Program

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action

2. Status of Federal Action

3. Report Type

- a. Contract
- b. Grant
- c. Cooperative Agreements
- d. Loan
- e. Loan Agreement
- f. Loan Insurance

- a. Bid/offer/application
- b. Initial award
- c. Post-award

- a. Initial filing
- b. Material changes

For a material change only:

Year: _____ Quarter: _____
Date of last report: _____

4. Name and Address of Reporting Entity

5. If Reporting Entity in No. 4 is a Subawardee,

Prime Subawardee Tier (if known)

Enter Name, and Address of the Prime

Name: _____
Street: _____
City/State/ Zip _____
Congressional District (if known) _____

Name: _____
Street: _____
City/State/ Zip _____
Congressional District (if known) _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

_____ CFDA Number, if applicable _____

8. Federal Action Number (if known) _____

9. Award Amount (if known) _____

10. (a.) Name and Address of Lobbying Registrant

10. (b.) Individuals Performing Services

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____

Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Included prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Exhibit A Schedule of Duties

Restrooms, Including Public Restrooms, Private Restrooms, Showers and Locker Rooms	Daily	Weekly	Monthly
Floors shall be swept/vacuumed and damp mopped/scrubbed with approved germicidal detergent. Set up wet floor signs. Mop and bucket shall be cleaned after each restroom.	X		
Water closets, seats, urinals, handrails and partition doors and door handles shall be washed and disinfected inside and outside. Seats shall be cleaned on both sides and left in a raised position.	X		
Partition tops shall be dusted.	X		
Partition walls shall be spot clean with a detergent disinfectant solution.	X		
All wash basins, sinks and chrome fixture shall be thoroughly cleaned with a non-abrasive cleaner and disinfectant.	X		
Doorknob, light switches, push plates shall be cleaned with a germicidal disinfectant.	X		
Bright metal parts of all fixtures to be polished.	X		
Mirrors, shelving, and piping shall be cleaned and polished dry.	X		
Hand towel and soap dispensers to be cleaned and replenished.	X		
Empty all trash containers and replace liners. Spot clean to remove smudges.	X		
Walls: spot clean to remove soap splashes, fingerprints/smudges.	X		
Sanitary napkin receptacles shall be emptied, cleaned, disinfected, properly dried and provided with a new liner daily.	X		
Paper towels, hand soap and toilet paper dispensers shall be filled as needed *.	X		
Tile walls to be cleaned and disinfectant.		X	
Dust all ceiling vents and ledges that can be reached from the floor.		X	
Floor drains: add water and enzymes.			X

* All dispensers including paper towel, toilet paper, and soap shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. Any paper towel rolls with less than 2" of paper product will be replaced at time of service. Toilet paper dispensers will have minimum of 2 rolls of paper in each large roll dispenser. Single small roll dispensers will have a full roll along with a spare at each location. Partial/leftover rolls of toilet paper may be left on top of dispensers once dispenser has been filled.

Broken dispensers or fixtures shall be immediately reported to the LCS Contract Manager of school/facility.

Entrances, Lobbies, Corridors, Hallways and Stairways. Areas shall be maintained in such a manner as to give a superior appearance	Daily	Weekly	Monthly
Walk off mats will either be swept or vacuumed.	X		
Carpet stains shall be spot cleaned by hot water extraction.	X		
Floors shall be dust mopped, damp mopped and spray buffed; carpet vacuumed.	X		
Furnishings in lobby areas (i.e. benches, chairs, tables, etc.) shall be dusted as needed.	X		
Trash receptacles at all interior and exterior entrances will be emptied and cleaned.	X		
All exterior and interior door handles and handrails shall be damp wiped with disinfectant and polished with a dry cloth.	X		
Elevators shall be cleaned, including floors, doors, crevices and walls.	X		
Drinking fountains and public telephones shall be cleaned with antibacterial germicidal cleaner and polished.	X		
Hard stair landings shall be swept and damp mopped. Carpet shall be vacuumed, and stains cleaned. Garbage or debris shall be removed, and handrails cleaned and disinfected.		X	

Offices/Administrative Areas Office Areas, File Rooms, Libraries/Media Centers, Conference Rooms, and Breakrooms	Daily	Weekly	Monthly
Hard surface floors to be swept or vacuumed with a treated sweep mop or broom to remove all dirt, dust, and litter. Spot mop to remove spills and stains.	X		
Hard surface floors to be damp mopped with approved germicidal disinfectant.		X	
The full rug or carpet area is to be vacuumed to remove all dirt, dust, and litter to include edges of walls, partitions, and hard floors. Carpeted floors shall be spot cleaned by hot water extraction.		X	
Empty all trash containers and replace liners. Spot clean to remove smudges.	X		
Dust horizontal furniture surfaces (reasonably clear of papers).	X		
Spot clean desktops to remove bottle/cup rings.	X		
Spot clean all glass partitions and doors to remove fingerprints/smudges.	X		
Clean and sanitize doorknobs/light switches.	X		
Dust and straighten wall hung pictures.		X	
Dust baseboards and low vents.		X	
Spot clean all wall surfaces around light switches.		X	
Clean and sanitize telephones.		X	
Dust Blinds.			X
Dust ceiling vents and ledges that can be reached from the floor.			X
Vacuum all upholstered furniture.			X

Classrooms	Daily	Weekly	Monthly
Floors shall be swept/vacuumed and damp mopped/scrubbed with approved germicidal detergent. Set up wet floor signs. Mop and bucket shall be cleaned after each restroom.	X		
Floors directly in front of classroom entrance (between corridor and classroom entrance) shall be swept/vacuumed and damp mopped/scrubbed with approved germicidal detergent.	X		
The full rug or carpet area is to be vacuumed to remove all dirt, dust, and litter to include edges of walls, partitions, and hard floors. Carpeted floors shall be spot cleaned by hot water extraction.	X		
Sanitize and disinfect all tables, desks, chairs and counters.	X		
Sanitize and disinfect all other high touch surfaces including phones, doors, door handles and jambs.	X		
Empty trash cans and replace the liners if soiled.	X		
Disinfect light switches and door handles before closing the door and moving to the next room.	X		

All restrooms in classrooms will follow restroom cleaning requirements.

Nurses Clinic	Daily	Weekly	Monthly
Floors shall be swept/vacuumed and damp mopped/scrubbed with approved germicidal detergent. Set up wet floor signs. Mop and bucket shall be cleaned after each restroom.	X		
Sanitize and disinfect all walls, dispensers (paper towel, soap and toilet paper), light switches and door handles.	X		
Disinfect all cots, walls around cots and other high touch surfaces including but not limited to phones, doors, glass windows, door handles and jambs.	X		
Empty trash cans and replace the liners if soiled.	X		
Disinfect light switches and door handles before closing the door and moving to the next room.	X		

All restrooms contained in Nurses Clinic will follow restroom cleaning requirements.

Exhibit B Bidder's Reference Form

In the spaces provided below, the Bidder shall list all names under which it has operated during the past five (5) years.

On the following pages, the Bidder shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Bidder has provided services of similar scope and size to the services identified in the ITB. **Current or former Leon County School Board employees may not be used for more than one reference.** The same reference may not be listed for more than one (1) organization, and confidential references shall not be included. In the event the Bidder has had a name change since the time work was performed for a listed reference, the name under which the Bidder operated at that time must be provided in the space provided for the Bidder's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2024. References shall not be given by:

- Persons currently or formerly employed or supervised by the Bidder or its affiliates.
- Board members within the Bidder's organization.
- Relatives of any of the above.

Additionally, the District reserves the right to contact references other than those identified by the Bidder to obtain additional information regarding past performance.

Bidder's Reference Form

Reference #1

Bidder Name _____

Reference Company Name: _____

Address: _____

Contact Person _____

Contact Title _____

Contact Phone _____

Contact Email _____

Performance Period _____

Brief description of the services performed for this reference

Overall contract performance Poor Fair Adequate Good Excellent

Would you contract with this vendor again? Yes No

Primary Reference Contact Signature

Date

Bidder's Reference Form

Reference #2

Bidder Name _____

Reference Company Name: _____

Address: _____

Contact Person _____

Contact Title _____

Contact Phone _____

Contact Email _____

Performance Period _____

Brief description of the services performed for this reference

Overall contract performance Poor Fair Adequate Good Excellent

Would you contract with this vendor again? Yes No

Primary Reference Contact Signature

Date

Bidder's Reference Form

Reference #3

Bidder Name _____

Reference Company Name: _____

Address: _____

Contact Person _____

Contact Title _____

Contact Phone _____

Contact Email _____

Performance Period _____

Brief description of the services performed for this reference

Overall contract performance Poor Fair Adequate Good Excellent

Would you contract with this vendor again? Yes No

Primary Reference Contact Signature

Date