

School Board of Leon County, Florida District Term Contract DTC-24-1019

Swift Creek Middle School Custodial Services

This Contract is between the School Board of Leon County, a public school district within Leon County, Florida, with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (District), and Grupo Eulen/United States Service Industries, Inc. USSI, (Contractor) located at 5950 Symphony Woods Road, Suite 305, Columbia, MD 21044. The District and Contractor are collectively referred to herein as "Parties," and individually as a "Party." All capitalized terms shall have the meaning assigned to them in the Contract unless otherwise defined here.

The Contractor responded to the District's Request for Proposal, RFP 520-2024, Swift Creek Middle School Custodial Services. The District has accepted the Contractor's Proposal and enters into this Contract in accordance with the terms and conditions of RFP 520-2024, Swift Creek Middle School Custodial Services.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

I. Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined in RFP 520-2024, Swift Creek Middle School Custodial Services, and all Addenda which are referenced and incorporated herein. The vendor's proposal is attached as Exhibit B. This Contract serves as a master agreement, with individual purchases being made via purchase orders (POs).

II. Contract Term

The initial term of the Contract is for three (3) years. The initial Contract term shall begin on August 9, 2023, or on the last date on which it is signed by all Parties, whichever is later.

III. Renewal Terms

The District and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, at the renewal pricing specified in the Contractor's original submission, upon mutual agreement of the Parties as set forth in the Contract.

IV. Contract

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety and form as part of this Contract. The Contract has the following Exhibits:

- a) Exhibit A: RFP 520-2024, Swift Creek Middle School Custodial Services and all Addenda;
- b) Exhibit B: Contractor's response to RFP 520-2024, Swift Creek Middle School Custodial Services; and
- c) Exhibit C: Contractor's cost proposal.

In case of conflict, the documents shall have priority in the order listed:

- a) The District Term Contract;
- b) Exhibit A: RFP 520-2024, Swift Creek Middle School Custodial Services and all Addenda;
- c) Exhibit B: Contractor's response to RFP 520-2024, Swift Creek Middle School Custodial Services; and
- d) Exhibit C: Contractor's cost proposal.

V. Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below. Any future amendments of the Contract, which alter the definition of the services, shall define the services in the same format as Exhibit A.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

VI. Contract Notices

Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

VII. Contract Management

The District employee who is primarily responsible for maintaining the Contract Administration file is:

Shelly Kelley, Coordinator Office of Business Services Leon County Schools 3397 West Tharpe Street Tallahassee, FL 32303 Telephone (850) 488-1206 Email: kelleys2@leonschools.net The District's Contract Manager is:

Michele Meyer, School Financial Accountant III Swift Creek Middle School 2100 Pedrick Road Tallahassee, FL 32317 850-414-2670 Email: meyerm2@leonschools.net

The District may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the District relating to the Contract shall be addressed to the District's Contract Manager, or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

Primary Contact:

Stephanie Nester, CFO Grupo Eulen/United States Service Industries, Inc. (USSI) 5950 Symphony Woods Road, Suite 305 Columbia, MD 21044 Telephone: (202) 824-7412 Email: <u>stephanien@ussiclean.com</u>

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s), above. It will be the designated contact person's responsibility to coordinate with necessary District personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the District's Contract Manager, or designee, if a new employee is designated as the contact person for this Contract.

VIII. Termination

A. Termination for Convenience

This Contract may be terminated by either Party at will upon no less than 60 calendar days' written notice, unless a shorter period of time is mutually agreed upon by both Parties. The Board's sole obligation shall be to reimburse the Contractor for those goods or services shipped and accepted by the Board up to the date of termination, and costs incurred by the Contractor for unfinished goods, which are specifically manufactured for the Board and which are not standard products of the Contractor, as of the date of termination. In no event shall the Board be responsible for the loss of anticipated profit. 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.

B. Termination for Cause

If a breach of this Contract occurs by the Contractor, the District may terminate the Contract for cause. The District choose to provide, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 calendar days upon written notice of the deficiency by the District. Any breach of this Contract which is still left uncured by the Contractor after the District has elected to provide 30 calendar days to cure (remedy) the breach, may result in the District's termination of this Contract upon 24 hours written notice by the District. If the District does not elect to afford an opportunity for the Contractor to cure a breach (e.g. instances of egregious Contractor conduct or other Contractor actions which may be harmful to the District), the District may immediately terminate this Contract for cause, upon 24 hours' written notice to the Contractor, as described in this section. 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.

C. Termination for Unauthorized Employment

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

D. 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.

E. 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.

IX. Assignment

The Contractor shall not sell, assign, or transfer its responsibilities or interests under this Contract to another party without prior written approval of the District's Contract Manager, or designee. The District shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency or special district of the State of Florida upon providing written notice to the Contractor.

X. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the District's Contract Manager, or designee, enter into written subcontract(s) for performance of certain obligations under this Contract. No subcontract shall relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

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 this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

XI. Price Adjustments

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all inplace equipment on a rent or lease plan. Price increases are not accepted, unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. The District may, at its sole discretion, review a request from the Contractor for an equitable adjustment in Contract pricing if pricing or supply availability is affected by extreme or unforeseen conditions in the marketplace, outside of the Contractor's control. Requests shall be submitted to the District's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The District will consider the request and respond within 30 days. The Contractor shall continue to fill orders at the current Contract pricing until a decision has been made.

XII. Additions/Deletions

During the term of the Contract, the District reserves the right to add or delete the number of commodities or services, when considered to be in its best interest. Pricing shall be comparable to amounts awarded.

XIII. Other Conditions

A. Public Records

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board 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 Florida Statute; (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 Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made, or received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

Leon County Schools ATTN: Julie Jernigan 2757 West Pensacola Street Tallahassee, Florida 32304 Telephone: (850) 487-7177 Email: jerniganj@leonschools.net

B. Disputes

Any dispute concerning performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Divisional Director of Business Services or designee. The District's Divisional Director 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.

C. Notices

All notices required or permitted by this Contract shall be given in writing and by hand-delivery or email to the respective Parties. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

D. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the District under this Contract. At a minimum this coverage shall include general liability coverage no less than \$1 million per occurrence and \$2 million in aggregate. Upon the execution of this Contract, the Contractor shall furnish the District's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Party's liability beyond that provided in Section 768.28., F.S.

E. Employee Status

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the District and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

F. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption or 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.

G. Available Funding

The District's performance and obligation to pay for goods and services under this Contract are contingent upon available annual funding. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, (not including renewal years), the Contractor certifies that they are 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 pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor 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 resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew 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.

CONTRACTOR: GRUPO EULEN/UNITED STATES SERVICE INDUSTRIES, INC. (USSI)

Stephanie Nester, Authorized Rep

SCHOOL BOARD OF LEON COUNTY, FL

Alva Swafford Smith, Board Chair

Date ama

Rocky Hanna, Superintendent

Date

Exhibit A

Request for Proposals (RFP)



Swift Creek Middle School Custodial Services RFP 520-2024

RFP Released: June 5, 2023

Mandatory Pre-Bid Walkthrough: June 12, 2023 at 9:00 a.m.

Deadline for Questions*: June 15, 2023 at 5:00 p.m.

Proposals Due*: 2:00 p.m. on June 27, 2023

Staci Coppinger Procurement Officer Leon County Schools Purchasing Department 3397 West Tharpe Street Tallahassee, Florida 32303 *Timeline subject to change. Changes will be communicated through an addendum to this RFP (see Section 1.8)

RFP Timeline

Steps in the RFP Process	Date and Time	Location (if applicable)
Release of RFP	June 5, 2023	District Website <u>https://www.leonschools.net/Page/4411</u> DemandStar <u>https://www.demandstar.com/app/agencies/florida/leon-county-</u> <u>schools-purchasing-department/procurement-</u> opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
Mandatory Pre-Bid Walkthrough	June 12, 2023 at 9:00 a.m.	Swift Creek Middle School 2100 Pedrick Road Tallahassee, FL 32317 All Prospective Bidders Should Meet in the Front Office
Written Questions Due	June 15, 2023 at 5:00 p.m.	Submit to: Staci Coppinger, Procurement Officer Subject: RFP 520-2024, Swift Creek Middle School Custodial Services Email: <u>purchasing@leonschools.net</u>
Anticipated Posting of Answers to Submitted Questions	June 20, 2023	District Website <u>https://www.leonschools.net/Page/4411</u> DemandStar <u>https://www.demandstar.com/app/agencies/florida/leon-county-</u> <u>schools-purchasing-department/procurement-</u> <u>opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</u>
Sealed Proposals Due and Opened	June 27, 2023 at 2:00 p.m.	Submit to: Leon County Schools Purchasing Department Attn: Staci Coppinger, Procurement Officer RFP 520-2024, Swift Creek Middle School Custodial Services 3397 W. Tharpe Street Tallahassee, FL 32303* *Also the location for the Response Opening
Evaluation Team Meeting	July 10, 2023	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Date the District will Advertise its Notice of Board Decision	July 31, 2023	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/ Page 2 of 53

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SECTION 1: Key information



1.1 Quick Facts

- a. The School Board of Leon County, Florida, (hereinafter referred to as the "District"), is requesting sealed proposals for the provision of custodial services at Swift Creek Middle School.
- b. The use of capitalization (such as Proposer) denotes words and phrases with special meaning as defined in <u>Section 5, Definitions.</u>
- c. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- d. 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 Proposer Qualifications

Proposers shall maintain a permanent place of business; have adequate equipment, finances, and personnel to perform the services of this Contract; and provide necessary warranties, as appropriate, for the items they propose to furnish.

- a. The awarded Contractor(s) shall have a *minimum of two (2) years within the last five (5) years' experience* as a custodial services contractor for commercial, industrial, or governmental customers of a similar size and scope.
- b. The awarded Contractor(s) shall be able to provide services during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., and after hours, Monday through Friday, 5:00 p.m. to 10:00 p.m., and Saturdays/Sundays, as required and coordinated by the District's Contract Manager.

1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this RFP <u>must</u> 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 <u>https://www.leonschools.net/Page/4411</u> and DemandStar at <u>https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</u>.
- 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), Proposers to this RFP, or persons acting on their behalf, may not contact any employee or officer 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 Proposal.
- 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 Proposer shall not initiate or execute any decision, or action arising from any verbal discussion with any District employee related to this RFP. 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 Proposer are recognized as duly authorized expressions on behalf of the Proposer.



1.4 Developing Your Proposal

- a. This RFP is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Proposers should take the time to read and understand the RFP. 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 <u>Section 2</u>.
 - 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. Proposers should prepare a clear and concise Proposal, avoiding complicated jargon, and thoroughly describing their ability to meet the expectations of the District.
- d. Proposers must follow the format and instructions included in this RFP for their Proposal submittal.
- e. Proposals that contain provisions that are contrary to the material requirements of this RFP are not permitted. Including alternate provisions or conditions may result in the Proposal being deemed non-responsive to the solicitation.
- f. Proposers must use Attachment I (Cost Proposal Form), to submit pricing. Proposers shall not change or substantially alter the form, but fill it out completely, as instructed in Section 3.2 of this RFP.
- g. Proposers should thoroughly review their Proposal before submission to ensure the Proposal 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 Proposer while responding to this RFP, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Proposers are expected to submit questions or concerns they have 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 Proposals that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Proposal rejected for failure to meet these requirements will not be evaluated further:

- 1. The Proposer's Proposal shall demonstrate that it has a minimum of two (2) years within the last five (5) years of experience as a custodial services contractor;
- 2. The Proposal must provide references from three (3) commercial, industrial, or governmental customers of similar scope and size;
- 3. The Proposer 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
- The Proposer shall complete and submit Attachment I, Cost Proposal Form, Attachment II, Required Provisions Certification, Attachment III, Notice of Conflict of Interest, Attachment IV, Proposer Contact Information, and Attachment V, Proposer's Reference Form.

1.5 Submitting Your Proposal

- a. Proposers shall submit their Proposals in a sealed envelope or package with the RFP number and the date and time of the Proposal opening <u>clearly marked on the sealed</u> <u>envelope or packaging</u>. Proposers may submit their Proposals by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District** will not accept any Proposals submitted via email or fax.
- b. Proposers must mail or otherwise deliver their Proposals to the following address:
 - Leon County Schools

Purchasing Department

RFP 520-2024, Swift Creek Middle School Custodial Services

Attn: Staci Coppinger, Procurement Officer

3397 W. Tharpe Street

Tallahassee, FL 32303

- c. It is the Proposer's responsibility to ensure their Proposal is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Proposals received and shall provide the official time for the Proposal opening. Late Proposals will not be accepted.
- d. Submit a Technical Proposal and a Cost Proposal in separately sealed and clearly labeled packages. The Cost Proposal may be shipped along with the Technical Proposal as long as it is sealed separately (such as in a sealed envelope) within the same shipping container <u>and clearly marked</u>.
- e. Submit one (1) signed, original Technical Proposal, three (3) additional hardcopies, and four (4) electronic copies of the Technical Proposal in searchable PDF format on individual electronic storage devices or flash drives (not password protected). The original physical Proposal will take precedence in the event there is a discrepancy between the original and the hardcopies or electronic copies.
- f. Submit one (1) signed, original Cost Proposal (Attachment I), three (3) additional hard copies and one (1) electronic copy of the Cost Proposal in searchable PDF format on an electronic storage device or flash drive (not password protected). If the electronic copy and original paper copy do not match, the original paper copy of the Cost Reply will take precedence. The original physical Proposal will take precedence in the event there is a discrepancy between the original and the hardcopies or electronic copies.
- **g.** The signed original Proposals shall be clearly marked as "Original" and the hardcopies shall be numbered one (1) through three (3).
- **h.** If the Proposer includes information in their Proposal that they believe is and have marked as confidential or trade secret, the Proposer should submit one (1) redacted hard

copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version) as outlined in Section 3.6.

i. Proposers are encouraged to print Proposal documents double-sided and minimize the use of non-recyclable materials.



1.6 Proposal Opening

- a. Proposals 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 Proposal that is improperly sealed, addressed, or not correctly identified with the RFP number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Proposers.

1.7 Disposition of Proposals

- a. The District reserves the right to withdraw this RFP at any time and by doing, assumes no liability to any Proposer.
- b. The District reserves the right to reject any Proposals received in response to this RFP.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
- d. All documentation produced as part of this Proposal shall become the exclusive property of the District, may not be returned to or removed by the Proposer 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 Proposal will not affect this right. Should the District reject all Proposals and re-solicit, information submitted in response to this RFP 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 Proposal. The award or rejection of a Proposal shall not affect this right.

1.8 Changes to the RFP

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.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. Proposers are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Proposal.

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 32305, or via email to <u>bidprotests@leonschools.net</u>. 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.

SECTION 2: Scope of Work

2.1 Background

The District and the School Board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies, which govern the operation of District public schools. The 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. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers a variety of specialized technical training programs for the higher-grade levels. LCSB operates 48 schools, including elementary (K-5), combination (K-8), middle schools, high schools, and a technical college.

2.2 Procurement Overview

The purpose of this RFP is to identify qualified vendors, establish the minimum requirements, and set firm pricing for custodial services at Swift Creek Middle School, located at 2100 Pedrick Road, Tallahassee, Florida.

The District will work with the Successful Proposer to execute one (1) or more contracts for services soon after the award of this RFP. Proposers must have the ability to begin the implementation of services if awarded, on or before August 9, 2023.

2.3 Contract Term

We anticipate that the Contract will commence within 30 days of award. 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	6 years

2.4 Scope of Work

The District is seeking a qualified and experienced Contractor to provide custodial services at Swift Creek Middle School, located at 2100 Pedrick Road, Tallahassee, Florida 32317. The work sought in this solicitation includes, but is not limited to, furnishing all labor, supervision, transportation, tools, and equipment necessary to provide custodial services in accordance with these specifications and subject to the terms of the Contract. The Successful Proposer shall create schedules that are flexible in meeting the needs of the school and administrative personnel. Services should be provided daily, excluding District holidays. All consumable supplies will be purchased by Swift Creek Middle School. The area serviced under the Contract is an estimated 70,559 square feet, including Buildings 1, 3, 4, 5, 6, and 8. Bidders will be responsible for confirming their own measurements and must submit a firm price for all listed buildings accordingly.

2.4.1 Daily Cleaning Requirements

Basic

- a. Empty all trash cans in every room throughout the facility, replacing liners and cleaning cans when necessary and deposit the refuse in the designated dumpsites.
- b. All floors must be dust mopped (using a chemically treated dust mop) or vacuumed, with spillage, traffic patterns, and gum residue removed.
- c. All hallway mats must be cleaned.
- d. Wipe down and sanitize all water fountains.
- e. Ensure the cleanliness of the building is generally well kept.

Restrooms

- a. Spot clean receptacles using an EPA-registered germicidal cleaner.
- b. Empty, clean, and sanitize napkin dispensers in women's restrooms using an EPAregistered germicidal cleaner.
- c. Damp wipe all counters, paper towel, and soap dispensers with an EPA-registered germicidal cleaner.
- d. Spot clean walls, partitions, doors, and door jambs with an EPA-registered germicidal cleaner.
- e. Clean all mirrors and glass using glass cleaner, leaving no streaking or film.
- f. Clean and disinfect sinks and vanities using an EPA-registered germicidal cleaner.
- g. De-scale commode lid, basin, and urinals using appropriate cleaner. Sanitize bowls and urinals, leaving bowl cleaner in bowl overnight.
- h. Damp mop floors with an EPA-registered germicidal cleaner.

Classrooms

- a. Damp mop all hard floors.
- b. Wipe down student desks with approved disinfectant.
- c. Spot clean trash receptacles using an EPA-registered germicidal cleaner.
- d. Sweep, vacuum, and remove trash and debris from the floor and carpet.
- e. Clean and disinfect all sinks, if applicable.
- f. Clean graffiti from all surfaces including walls, furniture, and desks.

Cafeteria

- a. Spot clean trash receptacles using an EPA-registered germicidal cleaner.
- b. Damp mop the floor.

- c. Clean all mats.
- d. Wipe down and sanitize all water fountains.
- e. Dust and clean cobwebs and wipe baseboards.
- f. Remove trash and debris from floor and carpet.
- g. Clean graffiti from all surfaces including walls, furniture, and desks.

2.4.2 Weekly Cleaning Requirements

Classrooms

- a. Spot clean furniture.
- b. Spot clean mirrors and glass.
- c. Spot clean outside building surfaces; remove cobwebs, etc.
- d. Fully mop vinyl floor.
- e. Damp wipe air conditioning/heating vents in the ceiling, as needed.

Restrooms

- a. Completely clean all trash receptacles and sanitary napkin holders inside and out with an EPA-registered germicidal cleaner.
- b. Scrub under all urinals using an EPA-registered germicidal cleaner.

2.4.3 Bi-Weekly (every other week) Cleaning Requirements

Restrooms

a. Damp wipe all vertical and horizontal surfaces of partitions, doors, and jambs with an EPAregistered germicidal cleaner.

2.4.4 Monthly Cleaning Requirements

Classrooms

a. Spot clean stains on carpet.

2.4.5 Addition/Deletion of Tasks

The District shall have the right to add or remove tasks performed and amend the frequency performed under the Contract as best fits the needs of the school. If the changes result in a significant change in labor, time, or equipment, the Successful Proposer will submit a price increase request. Likewise, if the scope of services is reduced, the pricing will be lowered to reflect the changes and the scope of work. In the event the Contract Manager and the Successful Proposer are unable to negotiate mutually agreeable pricing, the Contract will be rendered null and void.

2.4.6 Building Additions/Deletions

Buildings at Leon High School for work under this contract may be added or deleted for the duration of the Contract as best fits the needs of the school. The Successful Proposer will be required to negotiate new pricing with the Contract Manager for any additions/deletions based on square footage pricing submitted. In the event the Contract Manager and the Successful Proposer are unable to negotiate mutually agreeable pricing, the Contract will be rendered null and void.

2.4.7 Contract Requirements

- a. The Successful Proposer shall employ, at all times, the quality of supervision necessary for the effective and efficient management of cleaning operations. All supervisors shall have an intimate knowledge of this Contract and its various cleaning tasks, equipment and materials so to be able to both properly train and direct the cleaners in their individual tasks and to maintain effective quality control.
- b. Anyone not employed by the cleaning service will not be permitted on the school property during working hours. *Unauthorized personnel, such as friends, visitors, children, or any other family members that are on campus may be cause for cancellation of the Contract.*
- c. The Successful Proposer will conduct inspections with the Contract Manager to check the quality of work and execution of the Contract specifications.
- d. When requested, the Successful Proposer shall cooperate with any ongoing investigation involving economic loss or damage to the buildings or personal property.
- e. The Successful Proposer is responsible for submitting a list of employees to the Contract Manager. The list is to be provided within (10) business days of the start of the Contract. Any changes in personnel must be reported to the Contract Manager prior to those individuals providing any services under the Contract.
- f. The Successful Proposer's employees shall not open desk drawers or cabinets, or use telephones, or office equipment.
- g. The Successful Proposer's employees shall comply with the instructions pertaining to conduct and building regulations, issued by the Contract Manager.
- h. The Successful Proposer is required to meet with the Contract Manager to review and approve the total workload, schedule (daily, weekly, project cleaning), and the cleaning methods proposed by the Contractor.

2.5 Personnel

The Successful Proposer shall designate one point of contact for communications with the District (resume for all staff in the organization that will be servicing the District must be included with the Vendor's Proposal). The Board has defined the Site Administrator as the Contract Manager. The Successful Proposer shall have, at the time of submitting their Proposal and throughout the term of the Contract, experienced custodians. The Successful Proposer shall supply the custodians with all the appropriate equipment, tools, transportation, safety materials, and training to properly perform services in accordance with the RFP.

2.6 Protection of Work, Property & Personnel

While performing services for the District, the Contractor shall be held responsible for any damages caused by its employees to the school site's property or any adjacent property. The Contractor must show a reasonable attempt to avoid damage to the District's property under all conditions. Any damage, including damage to finished surfaces, resulting from the Contractor's performance shall be repaired and cleaned to the satisfaction of the District at the Contractor's expense. The District shall incur no costs to repair damage caused by the Contractor.

- a. At the end of the Contractor's work day, they are to ensure the campus is locked and secured (including gates) and the building security system is armed.
- **b.** The Contractor understands all work described in this RFP shall be done with the least disruption to the school. Interruptions of school operations should be minimal and coordinated

by the District's Contract Manager. The Contractor is expected to schedule their work to not interfere with normal school arrival and dismissal times of 8:45 - 9:45 a.m. and 3:30 - 4:30 p.m.

- **c.** The Successful Proposer must ensure there is adequate ventilation for the type of cleaning materials or chemicals used.
- d. The Contractor shall report any damage found to the Contract Manager before beginning any work.
- e. The Contractor shall be entirely responsible for any loss or damage to its own materials, supplies, and equipment, and to the personal property of its employees while they are at the school site.

2.7 Employee Conduct

The Contractor's employees or agents shall conduct themselves in a professional manner at all times, adhering to all rules and guidelines of the school site and the District. Smoking or use of tobacco is NOT permitted on the school site. The Contractor shall not interface with school personnel or students, and shall not make use of any school facilities without permission.

2.8 Uniforms

The Contractor's on-site personnel are required to wear appropriate uniforms that include shirts with the company's name prominently displayed while on District premises.

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.

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 Successful Proposer(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 to the Successful Proposer within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Successful Proposer(s) the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report the Successful Proposer 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. Unless specifically agreed upon in writing by the Contract

Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Successful Proposer. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing. The Successful Proposer shall have 15 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 upon the submitted CAP.

It is the Contractor's responsibility to ensure services are provided, even if staff is absent.

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SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Proposal Submittals

Proposals are to be organized in TABs as directed below. Proposers shall include all the requested information in each TAB or their Proposal may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's Evaluation Team.

a. <u>TAB A</u>

Overview

1. Executive Summary/ Letter of Interest

Submit a brief executive summary stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

2. Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Proposal Opening.

b. <u>TAB B</u>

Experience and Organization

1. References

Proposers shall provide at least three (3), but no more than five (5), references from commercial, industrial, or governmental agencies for whom the Proposer has provided services of similar scope and size to the services identified in this RFP. References should reflect current or recent experience and must support the experience requirements of this RFP. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this RFP.

Each reference shall be completed and signed by the individual offering the reference, and certified by a notary public, using Attachment V, Proposer's Reference Form. Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District. The District reserves the right to contact reference sources listed or not listed in the Proposer's Proposal.

2. Narrative Record of Past Experience

As indicated in Section 1.4(j) of this RFP, it is a Mandatory Responsiveness Requirement that the Proposer has a minimum of two (2) years within the last five (5) years' experience as a custodial services contractor for commercial, industrial, or governmental customers of a similar size and scope. Details of the Proposer's experience meeting this requirement shall

be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Proposer shall include:

- A description of experience providing services similar in nature to the services sought in this RFP;
- b. The specific length of time the Proposer has provided similar services, and where services were provided;
- c. Proposers shall identify any suspension, revocation, or review of the Proposer's licensure in the last five (5) years. Proposers shall also disclose any bankruptcies, judgements, or liens within the last five (5) years;
- d. Disputes: Proposers shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Proposers must indicate whether the disputes were resolved and, if so, explain how they were resolved.
- e. Subcontractor Information: If the Proposer plans to use subcontractors to provide any performance under the Contract, the Proposer shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. And shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.
- 3. Staff Assignments and Certifications

The Proposer shall provide resumes or job descriptions for all positions assigned to the Contract that will be providing the on-site services contemplated in this RFP.

c. TAB C

Required Forms

Proposers shall complete the following forms:

1. The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;

- Completed Application for Vendor Status* ; <u>https://www.leonschools.net/cms/lib/FL01903265/Centricity//Domain/195/FORMS/Applicati</u> <u>on%20for%20Vendor%20Status-ACH%20forms%20MAY%202023.pdf</u>
- 3. Attachment III, Notice of Conflict of Interest
- 4. Attachment IV, Vendor Contact Information
- 5. Attachment V, Proposer's Reference Form
- 6. Attachment VI, Local Preference Affidavit (if applicable)
- 7. Attachment VII, Subcontracting Form (if applicable)
- 8. Attachment VIII, Drug-Free Workplace Certification (if applicable)
- 9. Attachment IX, Certification Regarding Debarment
- 10. Attachment X, Certification Regarding Lobbying

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

3.2 Cost Proposal Submittals

Each Proposer shall complete and submit Attachment I, Cost Proposal Form, indicating pricing for services as detailed. The Cost Proposal Form shall **NOT** be included in the Proposer's Technical Proposal. The Cost Proposal Form shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Proposer's Technical Proposal; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Proposal, actual pricing shall only be included in the Cost Proposal. Inclusion of price information in the Technical Proposal may result in finding the Proposal non-responsive.

3.3 Proposal Evaluation and Criterion

Failure to respond, provide detailed information, or provide requested Proposal elements will result in the reduction of points in the evaluation process. The District will reject any Proposal containing material deviations from the RFP. The District may waive any minor irregularities and technicalities. If only one responsive Proposal is received, the Committee may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C. The evaluation process will be conducted as described below. Evaluation of Proposals will be based on an average of the Evaluation T e a m Member's points (for sections evaluated by the Team).

3.3.1: Responsiveness Determination: Each Proposal will be reviewed by the District's Purchasing Department to determine if the Proposal meets the mandatory responsiveness criteria as listed in Section 1.4(j) of the RFP. Proposals deemed non-responsive will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a member of the Evaluation Team.

- **3.3.2: Evaluation Team:** This step evaluates the strengths of the companies that have responded to the RFP. The Team will score the Proposals using the evaluation criterion below.
- **3.3.3: Cost Evaluation:** The District's Purchasing Department will review and assign Cost Points based on the formula below:

Cost Component	Weight
Total cost per month for custodial services as specified	20 pts
Cost per square foot for any additional negotiated services	5 pts
Cost per hour for any additional negotiated services 5 pts	
TOTAL COST POINTS	30 points

For Cost Points, the Vendor submitting the lowest Cost will receive the total points assigned for that category. All other Proposals will receive Cost Points according to the following formula:

(N / X) x Weighted Cost Points Assigned = Z

Where:

N = Lowest Price (per cost component) received by any Proposal

X = Vendor's Proposed Price

Z = Cost Points Awarded

Then the points scored for each cost component will be added together to determine the Total Costs Points Awarded.

Evaluation Criterion	Maximum Assigned Points
CRITERION 1: Business Experience	Excellent 30
• To what extent does the Vendor's corporate structure and qualifications demonstrate its capability to provide services under a	Good 22.5
Contract?	Fair 15
Financial viability and stability	Poor 7.5
• To what extent does the Vendor demonstrate stability in providing prior contractual services?	Unsatisfactory 0
• To what extent does the Vendor demonstrate the ability to comply with required licensing requirements, including past licensing issues?	
• To what extent does the Vendor demonstrate stability in providing prior contractual services?	
• To what extent does the Vendor's past performance demonstrate an ability to provide quality custodial services?	

Evaluation Criterion	Maximum Assigned Points	
CRITERION 2: Staffing and Qualifications	Excellent 30	
• To what extent does the Vendor's proposed staff reflect the experience required in this RFP?	Good 22.5	
• Does the proposed staff and staffing model appear appropriate to meet the services sought in the RFP?	Fair 15 Poor 7.5	
• Does the Vendor's leadership appear qualified and capable to manage this operation?	Unsatisfactory 0	
CRITERION 3: Quality of References	Excellent 30	
• To what extent does the Vendor's business/corporate references demonstrate its ability to provide services under a Contract?	Good 22.5	
How well do the Vendor's recent clients compare to the size of scope	Fair 15	
of the services the District is seeking?	Poor 7.5	
 Do recent clients positively describe the Vendor's services? 	Unsatisfactory 0	
Scored by LCS Purchasing Department		
CRITERION 4: COST POINTS	Points to be assigned per Section 3.3.3	
Local Preference (Board Policy 6450)		
Leon County Vendors will receive 10 pts	10	
Adjacent County Vendors will receive 5 pts		
Small Business Certification (Board Policy 6325)	5	

3.3.4 Score Computation: All scores will be calculated (sections scored by the team will be averaged per criterion) and combined for a Grand Total Score.

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3.3.5 The table below provides scoring guidelines to be used by the District's Evaluation Team members when allocating points:

Score	Score Description
Excellent	Exceeds expectations for effectiveness and responsiveness to the requirement. "Excellent" is defined as a proposal to a specific criterion that is extensive, detailed, exceeding all requirements and objectives of the solicitation, with the high probability of meeting the requirements with little or no risk to the School District. "Excellent" also demonstrates a complete understanding of the requirements, with the approach significantly exceeding performance and/or capability standards, has several exceptional strengths, shows no weaknesses, and will require normal contractor effort and project monitoring.
Good	Above minimum performance, effective and responsive to the requirement. "Good" is defined as a proposal which generally exceeds requirements in minor areas; therefore, has a good probability of meeting the requirements with little risk to the School District. "Good" also demonstrates a good understanding of the requirements, and the approach exceeds the performance or capability standards, with one or more strengths that will benefit the School District. Weaknesses will have little potential to cause a disruption of schedule, an increase in cost, or a degradation of performance. Normal contract effort and project monitoring will be required to overcome any difficulties.
Fair	Minimal acceptable performance standards and responsive to the requirement. "Fair" is defined as a proposal which generally meets the requirements. "Fair" demonstrates acceptable understanding of the requirements and the approach meets the performance or capability standards with no obvious strengths that will benefit the School District. Weaknesses will have the potential to cause a disruption of schedule, an increase in cost, or a degradation of performance. Special contractor emphasis and close monitoring will probably minimize any difficulties of risk.
Poor	Responsive to the requirement but below acceptable standards. "Poor" is defined as a proposal that demonstrates a limited understanding of the requirements, includes minor omissions, and the approach barely meets the performance or capability standards necessary for minimal contract performance. "Poor" demonstrates a misunderstanding of the requirements that may be corrected or resolved through discussions without a complete revision of the Proposal. Weaknesses can potentially cause some disruption of schedule, increase in cost, and/or degradation of performance even with special contractor emphasis and close project monitoring.
Unsatisfactory	Not responsive to requirement. "Unsatisfactory" is defined as a proposal not meeting the requirements without major revisions and proposes an unacceptable risk. "Unsatisfactory" demonstrates a misunderstanding of the requirements; the approach fails to meet performance or capability standard and contains major omissions and inadequate detail to assure the evaluator that the respondent understands the requirement.

3.4 Advertising Notice of Board Decision

A Contract will be awarded to the Responsive and Responsible Vendor(s) who receive the highest Final Score, considering price and other requirements as set forth in Section 3.3. The District reserves the right to award one (1) or more Contracts, in whole, or for part, for the services sought in this RFP. The District reserves the right to accept or reject any and all offers, or separable portions, and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board.

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 Proposals, or to cancel/withdraw the RFP.

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).

3.5 No Prior Involvement and Conflicts of Interest

Any Proposer 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 Proposer 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 Proposer. 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 Proposer 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 RFP.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

3.6 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 Proposer 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 Proposer must also simultaneously provide the District with a separate redacted copy of its Proposal 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 Proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Proposer

submits its Proposal to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Proposer 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 Proposer shall protect, defend, and indemnify the District for any and all claims arising from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Proposer fails to submit a Redacted Copy with its Proposal, the District is authorized to produce the entire documents, data, or records submitted by the Proposer 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.

3.7 Small Business Participation

This RFP, in the evaluation phase, is subject to the small business development provisions specified in Board Policy 6325.

3.8 Local Business Preference

This RFP, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450.

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SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

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 Proposers due to this RFP 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 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 insured acquires any vehicles throughout the term of this agreement, 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 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 collectable 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's 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 LCSB without the minimum required insurance coverage and must notify LCSB within two business days if required insurance is cancelled.

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 Contractor's 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 Successful Proposer 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 RFP 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 2.12 of the RFP. 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 transfers all public records to the District to perform the service. If the Contractor transfers all public records to the District of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records that are exempt or confidential and exempt from public records that are exempt or confidential and exempt from public records that are exempt or confidential and exempt from 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 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. 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 supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). 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). 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 Polk County, the appropriate Federal agency, 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. 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 firm 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 sub grants 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.
 - 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 use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to varied at or above \$100,000.
 - 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 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. 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 exceeded \$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

The District will not and all vendors and contractors shall not discriminate against faculty, staff, contractors, or students on the basis of age, color, disability, ethnic origin, nationality, genetic information, gender, including gender identity, sexual orientation or gender expression, race, religion, or veteran status, or any other category protected by federal, state, or local law in its educational programs, website accessibility, admission policies, financial aid, employment, or other school administered programs. The Parties will abide by the District's anti-discrimination and anti-bullying policies in accordance with the law while performing under 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 Florida Statute 287.017 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.

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SECTION 5: Definitions

In this RFP, 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 proposal 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 District-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 (LCSB)	Leon County School District, with the Leon County School Board serving as the Governing Board and contracting entity
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Proposer 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 Proposer over other Proposers, 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 Proposer a substantial competitive advantage or benefit not enjoyed by other Proposers and does not adversely impact the interests of the District.
Proposer	A legally qualified corporation, partnership, or other business entity that submits a Proposal to the District in response to this RFP. This term differs from suppliers, which refers to the marketplace at large.
Responsible Proposer	A Proposer who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Proposal	A Proposal, submitted by a Responsible Proposer, which conforms to all material aspects of this RFP.
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 Proposer is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Proposer(s) or Contractor	The Proposer(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this RFP.



Attachment I

Cost Proposal Form

RFP No. 520-2024, Swift Creek Middle School Custodial Services

#	Description	Unit of Measure	Unit Price
1.	Total cost per month for custodial services as specified in Section 2 (10 months August – May)	Per Month (10 months August – May)	\$
2.	Cost per square foot for any additional negotiated services	Per Square Foot	\$
3.	Cost per hour for any additional negotiated services	Per Hour	\$

Company Name

FEIN

Authorized Representative Name (Printed)

Authorized Representative Title

Authorized Representative Signature

Date

Attachment II Required Provisions Certifications

1. Business/Corporate Experience

This is to certify that the Proposer has a minimum of two (2) years within the last five (5) years' experience as a custodial services contractor for commercial, industrial, or governmental customers of a similar size and scope, as described in this RFP.

2. Prime Vendor

This is to certify that the Successful Proposer 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 Proposer's Proposal 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. Financial Disclosure

This is to certify that the Proposer has disclosed in their Proposal all suspensions, revocations, bankruptcies, judgements, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Proposer, 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 Proposer whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regards to this RFP. Furthermore, this is to certify that the Proposal 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 Proposal.

8. <u>Statement of Non-Disclosure</u>

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

9. Statement of Non-Collusion

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

10. 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 resulting

Contract exceeds \$1,000,000.00 in total, not including renewal years, the Proposer certifies that they are 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, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Proposer agrees the District may immediately terminate the resulting 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 bid or proposal for a contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Proposer and acknowledges and affirms the statements above.

STATE OF FLORIDA				
COUNTY OF	Authorized Represent	tative (Prir	nt) Autho	rized Representative (Signature)
The foregoing instrument v	was acknowledged bef	ore me by	means of [_] physical presence or [_] online
notarization this	_ day of	_, 20	_, by	(name of
authorized representative)	as		(position	title) for
	(Vendor Name).			

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known ____ OR Produced Identification ____ Type of Identification _____

Attachment III Notice of Conflict of Interest

Solicitation Number: RFP 520-2024

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 I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

Authorized Representative (Signature)

Authorized Representative (Print)

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	Da	te of Filing
Authorized Representative (Sigr	ature)	Authorize	d Representativ	e (Print)

Attachment IV Proposer Contact Information

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

	For solicitation purposes, the Proposer's representative shall be:	For contractual purposes, should the Proposer be awarded, the Proposer'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 (Printed)	

Attachment V Proposer's Reference Form

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

On the following pages, the Proposer 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 Proposer has provided services of similar scope and size to the services identified in the RFP. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event, the Proposer has had a name change since the time work was performed for a listed reference, the name under which the Proposer operated at that time must be provided in the space provided for the Proposer'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, 2021. References shall not be given by:

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

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

Proposer's Reference Form

Ref	ere	nce	#1
	010	1100	

Proposer Name:				
Reference Company Name:				
Address:				
Primary Contact Person:	Altern	ate Contact Perso	on:	
Primary Contact Title:	Alterna	ate Contact Title:		
Primary Contact Phone:	Alterr	nate Contact Phon	e:	
Primary Contact Email:	Alter	nate Contact Ema	il:	
Contract Performance Period:	Locat	ion of Services: _		
Brief description of the services performed	for this refe	erence:		
Overall contract performance: O Poor Would you contract with this vendor again?	O Fair Yes	·	O Good	O Excellent
Primary Reference Contact Signature		Date		
The foregoing instrument was acknowledged before	me by mear	ns of [_] physical pr	esence or [_] o	nline notarization
this day of, 20, by _			-	
(position title) for		(c	ompany name)	
Notary Signature				
(NOTARY SEAL) Name of Notary (Typed,	Printed, or S	Stamped)		
Personally Known [] OR Produced Identification	n [] Typ	e of Identification _		

Proposer's Reference Form

Ref	ere	nce	#2
	• • •		

Proposer Name:	
Reference Company Name:	
Address:	
Primary Contact Person:	Alternate Contact Person:
Primary Contact Title:	Alternate Contact Title:
Primary Contact Phone:	Alternate Contact Phone:
Primary Contact Email:	Alternate Contact Email:
Contract Performance Period:	Location of Services:
Brief description of the services performed for th	is reference:
Overall contract performance: O Poor O Fai Would you contract with this vendor again? O Ye	
Primary Reference Contact Signature	Date
The foregoing instrument was acknowledged before me by	y means of [_] physical presence or [_] online notarization
this day of, 20, by	(name of authorized representative) as
(position title) for	(company name).
Notary Signature	
(NOTARY SEAL) Name of Notary (Typed, Printe	ed, or Stamped)
Personally Known [] OR Produced Identification [_] Type of Identification

Proposer's Reference Form

Refe	rence #3
Proposer Name:	
Reference Company Name:	
Address:	
Primary Contact Person:	Alternate Contact Person:
Primary Contact Title:	Alternate Contact Title:
Primary Contact Phone:	Alternate Contact Phone:
Primary Contact Email:	Alternate Contact Email:
Contract Performance Period:	Location of Services:
Brief description of the services performed for the	nis reference:
Overall contract performance: O Poor O Fa	
Would you contract with this vendor again? O Ye	es O No
Primary Reference Contact Signature	Date
The foregoing instrument was acknowledged before me b this day of, 20, by (position title) for	
Notary Signature	
(NOTARY SEAL) Name of Notary (Typed, Printe	ed, or Stamped)
Personally Known [] OR Produced Identification [_] Type of Identification

Attachment VI Local Preference Affidavit

To qualify for the Local Vendor Preference, a Proposer 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 Proposal Opening. The Proposer, 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 Proposer 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:

Proposer Name:			
Physical Address: _			
County:			
Phone of Local Loca	tion:		
Length of Time at th	is Location:	# of Employees a	t this Location:
Is your business cer	tified as a small bus	siness enterprise through Leon	County Schools?
STATE OF FLOR			
	Authorized	d Representative (Print) Autho	rized Representative (Signature)
The foregoing instrum	ent was acknowledge	ed before me by means of [_] phy	sical presence or [_] online
notarization this	day of	, 20, by	(name of authorized
representative) as		(position title) for	
(company name).			
	Notory Signature		
	Notary Signature		
(NOTARY SEAL)	Name of Notary (Typed, Printed, or Stamped)	
Personally Known [] OR Produced Ide	ntification [] Type of Identific	ation

Attachment VII Subcontracting Form

The Proposer shall complete the information below on all subcontractors that will be providing services to the Proposer to meet the requirements of the Contract, should the Proposer 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 Proposer Name:

Type/Description of Goods or Service S	ubcontracto	or will provide:	
Subcontractor Company Name:			FEIN:
Contact Person:		Contact Phor	ne Number:
Address:			
Email address:			
Currently Registered as a Small Business with Leon County Schools?	Yes	No	
Local Proposer per PO6450?	Yes	No	
	ned in this s	solicitation.	

Attachment VIII

Drug-Free Workplace Certification

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

Name of Business

does:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counselling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under proposal 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 that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Signature of Authorized Officer

Date _____

Attachment IX

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.)

- A. The prospective lower tier participant certifies, by submission of this proposal, 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;
- B. 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.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJE	CT 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, and 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) 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 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 proposal 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," "proposal," 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 proposal 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 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 X

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

- 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 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 be included in the award documents for all subawards 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 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.

Ву	Date:
(Signature of Official (Executive Director) Authorized to Sign Application)	
By	Date:
-	
ForName of Grantee	
Title of Grant Program	

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		 3. Report Type: a. initial filing b. material change For material change only: Year quarter
f. loan insurance			Date of last report
4. Name and Address of Reporting Ent Prime Subawardee Tier, if Ki Congressional District, if known: 6. Federal Department/Agency:	-	Name and Congres 7. Federal Pro	ng Entity in No. 4 is Subawardee, Enter Address of Prime: sional District, if known: ogram Name/Description:
8. Federal Action Number, if known:		9. Award Am \$	ount, if known:
10. a. Name and Address of Lobbying F (<i>if individual, last name, first name, MI</i>):	Registrant	different from I	s Performing Services (including address if No. 10a) first name, MI):

Disclosure of Lobbying Activities Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Certification Regarding Lobbying Attachment X RFP 520-2024 Swift Creek Middle School Custodial Services

11. Information requested through this form is authorized by	
Title 31 U.S.C. Section 1352. This disclosure of lobbying	Signature:
activities is a material representation of fact upon which	orginataro
reliance was placed by the tier above when this transaction	
was made or entered into. This disclosure is required	Print Name:
pursuant to 31 U.S.C. 1352. This information will be reported	
to the Congress semi-annually and will be available for public	
inspection. Any person who fails to file the required	Title:
disclosure shall be subject to a civil penalty of not less than	
\$10,000 and not more than \$100,000 for each such failure.	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 subaward 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 agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 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 Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-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 item 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.



ADDENDUM #001 RFP 520-2024 Swift Creek Middle School Custodial Services

Date: June 20, 2023

Solicitation: RFP 520-2024, Swift Creek Middle School Custodial Services

Proposals Due: June 27, 2023, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, 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, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the abovereferenced solicitation. Added or new language to the ITN is highlighted in yellow, while deleted language has been stricken.

This Addendum includes the following revisions:

Change # 1:

Revision to Section 4.7

4.7.2 Professional Liability/Technology Errors & Omissions: Limit not less than \$1,000,000 per occurrence covering services provided under this Contract.

This Addendum provides the Board's written answers to the timely written questions received.

Question	Answer
 I know this school will by supplying all the cleaners and paper products, will the school be supplying the vacuum cleaners, mops and mop buckets? 	Yes, the District will supply vacuum cleaners, mops, and mop buckets
2. Who is the current contractor?	Brian D. Smith Cleaning Services
3. What is the current contract price being paid today for each building 1,3,4,5,6 and 8 or current per sq. ft. rate?	The current contract price is \$5,000 per month.
4. Is the current contractor's scope of work the same as the current bid scope of work?	Yes, it is the same scope.
 How many hours per day do your cleaning techs work? How many techs? 	Currently, the District has four (4) full-time custodial staff working Monday through Friday, eight (8) hours per day. The current Contractor provides services four (4) hours per day.
6. Would you hire us for any optional Strip & Wax jobs? How many coats of stripper & wax per strip? How many coats of wax per Scrub?	Floor stripping and waxing is not within the scope of this solicitation.

	Question	Answer
7.	What is the total square feet of each of your buildings?	Below are the buildings at Swift Creek: Building 1 – 2,697 NSF Building 3 – 15,189 NSF Building 4 – 15,005 NSF Building 5 – 15, 481 NSF Building 6 - 9,788 NSF Building 8 – 12,399 NSF
8.	What hours are the current cleaning crew working?	The current Contractor provides services from 4:30 – 8:30 pm, daily.
9.	What is your budget?	Currently, the District's fiscal year budget for these services is \$50,000 based on the current contract pricing.
	Are there specific hours designated for cleaning on the weekends?	Cleaning should be performed during the weekdays with weekend cleanings on an as-needed basis.
11.	Is there a Bond required?	No bond is required for this solicitation.
12.	Will there be background requirements? If so, what is the level of background check required?	Please see Section 4.6 of the RFP.
13.	Are there any billable optional services? What were the annual billings for the optional services?	Please see Section 2.4.5 and 2.4.6 of the RFP.
14.	Will they waive the specific commercial automobile liability in lieu of the fact that we carry significant overall liability insurance?	Please see Section 4.7.4 of the RFP.
15.	What are the additional negotiated services to be quoted in item 2 on the price sheet?	Please see the answer to Question #13.
16.	Are our prices quoted to be used for all three years or are there provisions for annual increases?	Prices are to remain firm for the duration of the Contract term.
17.	Does 4.7.2 Professional Liability apply to this solicitation? (It normally does not apply to janitorial)	Please see Change #1 of this Addendum.
18.	Who is the incumbent? What is their current monthly price?	Please see the answers to Question #2 and #3.
19.	If any, can you please tell us what the biggest issues or concerns you have with your current service provider?	There are no issues with the current Contractor.
20.	Do we have to provide our firm's financial history?	Financial statements are not required, please see Section 3.1 of the RFP for required information.
21.	Are there any bond requirements?	Please see the answer to Question #11.
22.	Regarding Attachment 5 References - do we have to provide an alternate contact, or would a primary contact be just fine?	An alternate contact should be listed when available.
23.	Regarding Attachment 6 Local Preference Affidavit - can our notary cross out the state of	Yes, the Notary can make the necessary revisions.

Question	Answer
Florida on the form and put Maryland+County instead or do we need a notary from the state of Florida to fill it out?	
24. Regarding Attachment 2 Required Provisions Certification - can our notary cross out the state of Florida on the form and put Maryland+County instead or do we need a notary from the state of Florida to fill it out?	Please see the answer to Question #23.
25. Are any services being subcontracted under the current agreement?	No
26. May we have copy of the vendor invoices for the past 6-12 months?	Please see the requested invoices attached to this Addendum.
27. Is this solicitation associated with a union?	No
28. What is the annual budget for the services outlined in the solicitation document?	Please see the answer to Question #9.
29. Regarding Required Forms #2 - Can someone please confirm if our organization, Grupo Eulen/USSI already completed the Application for Vendor Status or not?	USSI is in the District vendor files.
30. o we have to provide a certificate of insurance, with the holder being the School Board of Leon County, with our proposal response? Or is that only required by the winning vendor?	Only the Successful Proposer will be required to provide a Certificate of Insurance after award.
31. Are vendors allowed to attend the bid opening or is it not open to the public?	The bid opening is considered a public opening.

Exhibit B





TECHNICAL PROPOSAL (Hard Copy)

Janitorial Services

Prepared For:

Leon County Schools Swift Creek Middle School

Submitted by courier to:

Staci Coppinger, Procurement Officer 3397 W. Tharpe Street Tallahassee, FL 32303 <u>purchasing@leonschools.net</u>

Submitted by:

Grupo Eulen/United States Service Industries, Inc. Danna Hewick, Vice President of Growth 5950 Symphony Woods Dr., Suite 305, Columbia, MD 21044 P: (202) 824-7412 | F: (202) 393-5541 Email: <u>dhewick@eulen.com</u>

RFP 520-2024

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1. TAB A

Overview - Executive Summary /Letter of Interest

Submit a brief executive summary stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

Please find below on pgs. 4-5 Grupo Eulen/USSI's Letter of Interest. On pgs. 6-10, we have provided an Executive Summary.



Letter of Interest

June 27,2023

Leon County Schools Purchasing Department Attention: Staci Coppinger 3397 W. Tharpe Street Tallahassee, FL 32303

Dear Ms. Coppinger,

United States Service Industries, Inc. (USSI), dba Grupo Eulen, is pleased to submit our proposal for Swift Creek Middle School, RFP 520-2024 Custodial Services. We are excited for the opportunity to potentially partner again with Leon County Schools. We understand the importance of providing an environment that is safe and clean for all students, faculty and visitors to the school and commit to provide the required services during the contract. At Grupo Eulen/USSI we take the responsibility of being a good steward for your business and your interests. As such, we have put in place robust systems to ensure we deliver excellent quality while controlling all costs. This includes understanding and complying with all the terms and conditions in this RFP. In the pages of our proposal, you will find additional resources and steps that we are taking to strengthen our services provided to our customers, and how we can meet the request of Leon County Schools.

The acquisition of USSI by Grupo Eulen in 2021, an industry leader in facility service management, was a strategic move which increases our resources and ability to provide additional value to our services which will benefit you. In the spirit of ensuring we provide excellence in service to you throughout the contract we are utilizing Lean Six Sigma measures to drive a process of continuous improvement. That includes, but is not limited to, our Quality Assurance program and Reporting Process. You will find a thorough audit of our services with the additional reporting and Quality Assurance measures. It's also worth noting that Grupo Eulen/USSI has invested resources into our Quality Assurance program in which we have an independent dedicated person on staff to provide an unbiased eye on the quality of our services. Our Quality Assurance representative reports directly to our independent Audit group. Based on the agreed upon delivery schedule, we can provide Swift Creek Middle School management reports that outline quality and cost-related metrics. More detail on these added resources can be found throughout our proposal.

Grupo Eulen, parent company of USSI, is an C Corporation founded in 1962 in Spain, by Diego Alvarez. As a pioneer in outsourcing general business services, Grupo Eulen expanded its international operations in 1997 across 11 countries, and the US region is now headquartered in Miami, FL. Since 2016, Maria Jose Alvarez has taken ownership of the 100% Spanish-owned family business to new heights by continuing being a leading provider of environmentally preferable cleaning services along the East Coast in the U.S. and beyond, cleaning millions of square feet each day across MD, VA, FL and the District of Columbia, as well as 14 different countries. From the beginning of its operations in the United States, Grupo Eulen has stood out for the excellent quality of services it offers, endorsed by our customers in the local market and more than 50 years internationally. We currently service school and university facilities similar in size and scope as Swift Creek Middle School. We focus on what is best for both building occupants and the environment as we continually implement innovative practices in order to continuously improve our services driving towards excellence. Our programs are fully customized and adaptable to meet your current and future needs. We meet and exceed all minimum requirements and insurance coverage as specified in the solicitation document.

Retention and turnover are always a focus in the janitorial industry. We understand that our onsite employees are the most important in our organization and work to retain the best employees for your facilities.

Grupo Eulen's US Headquarters is located at 7200 Corporate Center Dr #206, Miami, FL 33126, and we operate

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RFP 520-2024

three regional satellite offices and warehouse space in Florida. For this project, we plan to pull resources from our Tallahassee office for a faster response. Below are our Florida office locations, as well as our Maryland office:



The following are our authorized representatives for this project:

Name of Contracting Agent/RFP Contact

Danna Hewick Vice President of Growth Grupo Eulen/USSI | 5950 Symphony Woods Rd Suite 305 | Columbia MD 21044 P: (202) 824-7440 | C: (410) 336-7759 F: (202) 393-5541 Email: marketing@ussiclean.com

Primary Contact Person/ Contract Manager Les Drummer VP of Operations Grupo Eulen/USSI | 325 John Knox Road Suite D-104, Tallahassee, FL 32303 Cell: (850) 508-7117 Fax: (850) 656-2891 Email: lesd@ussiclean.com

We hope to continue our partnership with Leon County Schools in delivering exceptional cleaning service, reliability and success. Following is a summary of our qualifications and our proposal, along with required documents, to provide custodial services at Swift Creek Middle School facilities.

If you have any questions, feel free to give me a call at 202-824-7412 or email: <u>Stephanien@ussiclean.com</u>

Sincerely,

typhanie Plester

Stephanie Nester Chief Financial Officer Grupo Eulen/USSI 5950 Symphony Woods Road, Suite 305 Columbia, MD 21044

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Executive Summary

The entire team at Grupo EULEN/USSI is excited for the opportunity to submit a proposal for janitorial services to Swift Creek Middle School at 2100 Pedrick Road Tallahassee, FL 32317. We feel with our longevity in the business combined with our numerous resources, experienced management, focus on quality, and well-trained personnel, we can offer you a tailored and innovative solution to fit your specific needs. Grupo Eulen/USSI recognizes the scope of work necessary to clean the facility located at *2100 Pedrick Road Tallahassee*, *FL 32317* and affirms that we can provide the services outlined.

At Swift Creek Middle School, it's an exceptional facility that features specialized spaces designed for various purposes. We place great emphasis on maintaining cleanliness and hygiene practices within the classrooms. To ensure top-notch standards are met, we provide comprehensive training to our employees, familiarizing them with the best practices and taking into account specific requests from occupants regarding cleaning preferences. By doing so, we can deliver services, to you, that meet our safety requirements. Selecting the appropriate cleaning products for workspaces is equally crucial, as we must adhere to stringent hygiene standards to uphold the functionality and integrity of the school.

Our management team has taken time to familiarize themselves with the RFP's scope of work, and are confident in providing the services requested. We will comply with Swift Creek Middle School's management terms and conditions listed in the RFP. As your partner, we will take full responsibility and accountability for the work so that you can concentrate on your mission to "prepare students to become responsible, respectful, independent learners equipped with the critical thinking skills necessary to compete in our global society." At Grupo EULEN/USSI, we deliver these exceptional services by focusing on and upholding our core values of operational excellence, fiscal responsibility, integrity, innovation, and sustainability.

Why Grupo EULEN / USSI?

By partnering with us, you will benefit from over 60 years of global comprehensive facility services experience in all types of properties including public and private sector. To best serve you, we will:

- Develop a customized full-service program that fits your goals.
- Continually look to improve our efficiency and ability by utilizing the latest automated technology.



- Leverage our ability to handle any additional COVID-19 Electrostatic Disinfecting services to ensure your visitors and tenants safety.
- All while focusing on sustainability as we deploy our Green Seal GS-42 certified program, and expertise in providing a high-performance cleaning program focused on promoting sustainable cleaning practices.

Our company culture is focused on ensuring a positive environment for our employees to thrive and grow. We provide comprehensive Training, Safety and Quality Control Programs to strengthen our employees' ability, provide them with growth opportunities, and ensure that our services to you meet or exceed our contractual requirements.

What you should expect:

We will work with Swift Creek Middle School officials to make sure our pillars align with your projected outcomes. We strive to be transparent, effective, and efficient with the delivery of Swift Creek Middle School's services while being innovative and forward-thinking. Grupo EULEN/USSI also plans to approach this project with our best practices and equipment to ensure delivery of the scope of work.

We hope to earn your business!

Our management, supervisory and cleaning teams have an excellent track record of delivering consistently high levels of service. Our experience in efficiently managing custodial operations over various facility types, with different client needs, across the state of Florida is testimony to this fact. Our team is committed to finding solutions that are specifically tailored to Swift Creek Middle School's facilities. An experienced operations team will be assigned to your account. All our team members are carefully screened, and E-Verified. For your project, we will hire only the most conscientious and professional candidates, and each cleaner will be thoroughly trained in our systems, products, equipment, and the specifics of your properties. As we begin our partnership journey, we will develop and execute a rigorous plan that allows for a smooth transition of services aimed at minimizing any inconvenience to your students, staff, administrators and visitors.



This plan will utilize the following methodology:



To ensure your full satisfaction with our services, we will be:

- Tracking project progress, comparing data to original estimates, and key performance indicators (KPI's).

- Reviewing resources, scope, and schedule factors to balance priorities.

- Completing all sustainability tracking forms to ensure full compliance with the Green Cleaning program requirements.

- Monitoring and addressing risks that could jeopardize quality.

- Analyzing resource requirements throughout the partnership to ensure resource optimization.

We believe in effective, open, and honest communications:

Our approach to partnership is based upon open client-vendor communication, a mutual understanding of performance expectations and a shared commitment to the program's success. Before service begins, we advocate establishing channels of communication and mutually defining the standards by which our success will be measured. Our clients together with our on-site management will define reporting procedures, delineate baseline requirements, and quantify performance criteria (quality of work, responsiveness, and productivity improvements).

Through our quality control program Grupo EULEN/USSI strives to remain attuned to the customer's service expectations, eliminate

performance impediments in delivering quality service solutions and achieving full customer satisfaction. In addition to our internal processes, we embrace and support client sponsored initiatives to ensure our service solutions are directly tied to your business objectives and goals.

A Word from Our Clients

"THANK YOU so much for great job on vacuuming the meeting room carpet last night. I know it was messy - Monday's afternoon craft program featured garden soil, seeds and burlap bags, and some of it got on the carpet. We had a family story time in the meeting room this morning, and our Youth Services associate said the carpet was clean and perfect!"



We are your partners for leveraging industry innovations

Many of our clients have chosen Grupo EULEN/USSI because we embrace technology and innovation, and we are best prepared for any unexpected situations such as the 2020 COVID-19 pandemic. We always anticipate challenges and opportunities to continuously improve and innovate. Our goal is to deliver great service and solid value. We commit to cleaning *Swift Creek Middle School facilities* to the highest standards and give you the most in terms of improvement and efficiency. Technological advances continue to make work easier, less time consuming, and more effective. We use environmentally friendly equipment and processes proven to improve the quality and efficiency of custodial services. We invite you to partner with us as we evolve and adapt to these changes. If you wonder what we mean by innovations, some examples include:

- Work Order Management technology which allows our customers to communicate needs and enables us to track and monitor our workflow processes for improvement.
- Training technology enables us to effectively train our employees in their language through onthe-job training and delivered through a training portal. We offer English as a second language training as well to help our people advance.
- Automated timekeeping and FINDD facial recognition technology to allow us to remotely access records to accurately track employee attendance and share information with clients when requested.
- \circ Cleaning methods that work best for Swift Creek Middle School facilities and its occupants.
- Super-efficient floor cleaning machines, HEPA (High Efficiency Particulate Air) filter lightweight backpack vacuums, and a color-coded cloth system to prevent cross contamination.
- Proactively identifying new technologies such as pre-pandemic acquisition and stockpiling of high demand items i.e., sanitary supplies, disinfectants, Electrostatic sprayers, and other specialized equipment as well as securing alternate suppliers to ensure a surplus of items available to our clients when needed the most.
- Custom quality control program to utilize during inspections.



Our commitment to you:

Management Commitment: we are committed to one vision and using all our resources to achieve it. Quality Systems and Training: the processes that we have in place help our operation teams work effectively and remain forward-minded, providing Swift Creek Middle School with the quality service required in the contract. All employees receive complete and thorough training.

Health, Safety, and Environmental Stewardship: we follow the highest standards in regulation compliance, workplace training in safety, the health of our employees, building occupants, and the environment.

Human Resources: we hire the best people, E-Verify for employment eligibility, and conduct reference checks. Our HR team is fully dedicated to screening, hiring, and developing employees to perform their best. We make our employees feel appreciated and reward them for their merits. This has helped us achieve low turnover and high employee retention. Our management team has been stable for years, and we have staff members and janitors that have worked for us for over 10, 20, and even over 30 years.

Cost: we strive to find better, more cost-effective ways to clean your facilities using efficient technologies. We pay competitive wages to our employees. We leverage our long-standing partnerships with our vendors to obtain the best price on equipment, supplies, and materials so that we can pass on savings to our clients.



Overview - Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Proposal Opening.

Currently, Grupo Eulen/USSI doesn't have any Board/District employees or officials that have material financial interest (over 5%). Grupo Eulen/USSI's completed Attachment III, Notice of Conflict of Interest, can be found on pg. 62.



2. TAB B

Experience & Organization - Attachment V - References

Proposers shall provide at least three (3), but no more than five (5), references from commercial, industrial, or governmental agencies for whom the Proposer has provided services of similar scope and size to the services identified in this RFP. References should reflect current or recent experience and must support the experience requirements of this RFP. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this RFP.

Each reference shall be completed and signed by the individual offering the reference, and certified by a notary public, using Attachment V, Proposer's Reference Form. Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District. The District reserves the right to contact reference sources listed or not listed in the Proposer's Proposal.

Please find below on pgs. 13 - 16 Grupo Eulen/USSI's completed Attachment V & Reference Forms (1,2 & 3). Each reference has been completed and signed by the individual offering the reference, and certified by a notary public, using Attachment V, Proposer's Reference Form.



Attachment V Proposer's Reference Form

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

United States Service Industries, Inc. (USSI)

Grupo Eulen

On the following pages, the Proposer 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 Proposer has provided services of similar scope and size to the services identified in the RFP. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event, the Proposer has had a name change since the time work was performed for a listed reference, the name under which the Proposer operated at that time must be provided in the space provided for the Proposer'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, 2021. References shall not be given by:

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

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

Proposer's Reference Form Reference #1

Proposer Name: _ Grupo Eulen dba United States Service Industries, Inc. (USSI)

Reference Company Name: Florida Department of Environmental Protection - Bob Martinez Center

Address: 2600 Blair Stone Road, Tallahassee, FL 32399

Primary Contact Person: Nhon Vo	Alternate Contact Person:
Primary Contact Title: Building Engineer	Alternate Contact Title:
Primary Contact Phone: 850-294-3503	Alternate Contact Phone:
Primary Contact Email: nhon.vo@FloridaDEP.go	VAlternate Contact Email:
Contract Performance Period: 2020 - current	Location of Services: Bob Martinez Center

Brief description of the services performed for this reference:

ARalde Jan: tokial S	cevice for	- BOB Mark	2-fiwez Cente	Ŕ	
Overall contract performance:	O Poor	O Fair	O Adequate	ØGood	O Excellent
Would you contract with this vendo	r again?	Yes_X	No	ine 22	2023

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization han this name of authorized representative) as by dav of They company name). osition title) Notary \$ignature DEBRAK. HARGRAVE COMMISSION # HH 371447 arch 9, 2027 (NOTARY SEAL) Name of Notary (Typed, Print 000-638-67-388-0 Personally Known [____] OR Produced Identification [] Type of Identification

Proposer's Reference Form Attachment V RFP 520-2024 Swift Creek Middle School Custodial Services

Proposer's Reference Form

Reference #2

Proposer Name: _____ Grupo Eulen dba United States Service Industries, Inc. (USSI)

Reference Company Name: Leon County

Address: _____1907 S. Monroe St., Tallahassee, FL 32301

Primary Contact Person: Charles Sessions	Alternate Contact Person: Irvin Donaldson							
Primary Contact Title: PSC Operations Manager								
Primary Contact Phone: (850) 606-5042	Alternate Contact Phone:							
Primary Contact Email: SessionsC@LeonCountyFL.gov	Alternate Contact Email:							
Contract Performance Period: 2022 - current	Location of Services: Multiple Locations Served							
Brief description of the services performed for th	is reference:							
- EXECUTION DE CUSTODIAL CONTRAC	T FOR LEON COUNTY PROPERTEES :							
	HERENCE TO GREEN SUSTAINABILITY RUILEMENTS							
- CONFELCT RESOLUTION								
- LOGISTICS MANAGENT (TIME, MA	rERIALS, SUPPORT)							
- CUSTOMER INTERACTIONS								
Overall contract performance: O Poor O Fai	r O Adequate O Good • Excellent							
Would you contract with this vendor again?								
-the	6/16/23							
Primary Reference Contact Signature	Date							
The foregoing instrument was acknowledged before me by	means of [] physical presence or [] online notarization							
this 6th day of June, 2023, by Char	es Silvshame of authorized representative) as							
PSC Operations Managerposition title) for LCDA (Dunty Covernment company name).							
Harque	0							
(NOTARY SEAL) Name of Notary (Typed, Printe	DEBRA K. HARGRAVE MY COMMISSION # HH 371447 EXPIRES: March 9, 2027							
Personally Known [] OR Produced Identification [_//	Type of Identification 5252-144-80-1430							

Proposer's Reference Form Attachment V RFP 520-2024 Swift Creek Middle School Custodial Services

Proposer's Reference Form

Refe	rence #3
Proposer Name:Grupo Eulen dba United States Se	rvice Industries, Inc. (USSI)
Reference Company Name:NAI TALCOR Comme	rcial Real Estate Services
Address:1018 Thomasville Road, Tallahassee, F	L 32301
Primary Contact Person: Barbara Zeier	Alternate Contact Person:
Primary Contact Title: Facilities Manager	Alternate Contact Title: Property Manager
	Alternate Contact Phone:
Primary Contact Email: _Barbara@talcor.com	
Contract Performance Period: 1993 - current	
Brief description of the services performed for th	Tallahassee, FL
I utilize USSI at a class A downtown tollaharson Me and they expect a quality a turn key janitorial services	hiriso office building in at 3 my tenante avallonneys preasance USSI suforme 5 nights a week.
Overall contract performance: O Poor O Fai	r O Adequate O Good & Excellent
Would you contract with this vendor_again? O Yes	s O No
Carbana Zera	6.20.23
Primary Reference Contact Signature	Date
The foregoing instrument was acknowledged before me by this 20 th day of Use , 20 <u>23</u> by Bark Property Manage (position title) for <u>NAT</u> Notary Signature (NOTARY SEAL) Name of Notary (Typed, Printed	DEBRAK, HARGRAVE MY COMMISSION # HH 371447

Personally Known [____] OR Produced Identification [___

Type of Identification 055862241-GA

Experience & Organization - Narrative Record of Past Experience

As indicated in Section 1.4(j) of this RFP, it is a Mandatory Responsiveness Requirement that the Proposer has a minimum of two (2) years within the last five (5) years' experience as a custodial services contractor for commercial, industrial, or governmental customers of a similar size and scope. Details of the Proposer's experience meeting this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Proposer shall include:

- a. A description of experience providing services similar in nature to the services sought in this RFP;
- b. The specific length of time the Proposer has provided similar services, and where services were provided;
- Proposers shall identify any suspension, revocation, or review of the Proposer's licensure in the last five (5) years. Proposers shall also disclose any bankruptcies, judgements, or liens within the last five (5) years;
- d. Disputes: Proposers shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or nonperformance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Proposers must indicate whether the disputes were resolved and, if so, explain how they were resolved.
- e. Subcontractor Information: If the Proposer plans to use subcontractors to provide any performance under the Contract, the Proposer shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. And shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

Below, on pgs. 18-36, we have provided documentation that describes our ability to perform the scope of work requested in the RFP. On pgs. 37-39, we have provided responses to the above requirements A - E.

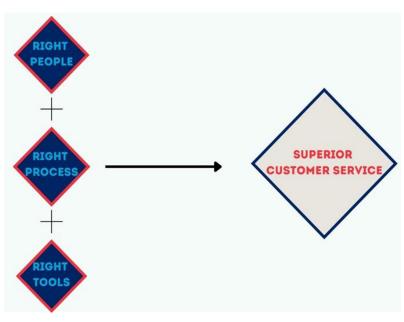


Ability to Perform Scope of Work Requested In RFP

Operations Approach

Your facility is unique and so is our cleaning.

Each facility has distinct cleaning requirements that need to be addressed specifically to ensure high levels of service. We develop a customized operations plan for each facility, based on specific requirements of the facility. Our cleaning method is based on the key principles of delivering the right process, exceptional performance, and proven results. In addition to delivering operational excellence, we strive for superior customer service through our various support systems. We are prepared to develop a customized plan to cover your facilities.



By providing our cleaning crews with the right training, tools, materials, chemicals, and equipment, we are committed to exceeding the expectations of our clients. These followed practices provide for our clients ...

"A one-of-a-kind experience!"

Our spectacular operations personnel are prepared to roll out a customized plan based on your requirements. Our cleaning method is grounded in the key principles of delivering the right process, exceptional performance, and proven results. In addition to providing operational excellence, we deliver superior customer service through our established support systems. We are primed to provide a customized plan that aligns with your needs.

We fortify our cleaning crews with the right training, tools, materials, chemicals, and equipment. During the Swift Creek Middle School walkthrough, we were informed about some of the current cleaning practices. Recognizing the significance of addressing your facility's requirements, it becomes crucial to formulate our operational plan. By working with you to adopt a tailored communication strategy that meets your needs, we can prevent the occurrence of issues that may afflict the occupants of the building. Rest assured, our commitment lies in surpassing your expectations.

By prioritizing communication, customization, exceptional performance, proven results, and superior customer service, we stand out as a cleaning service provider that understands and caters to the unique needs of your facilities. Our commitment to exceeding expectations ensures that you receive top-quality cleaning services that are specifically tailored to your facility's requirements.



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Management & Support Systems

Our front-line crew is augmented by a strong support system to enable a seamless customer experience. Our management team has a wealth of experience, especially with educational facilities, from within and outside the industry to enable us to deliver on the promise of superior customer service.

Our employees are our most valuable assets. Grupo Eulen/USSI's strong management structure, supported by our human resources department, provides daily support. Our purchasing department ensures that supplies, tools, and equipment are readily available to get the job done, while our payroll department ensures that our employees are paid correctly and on time.

While we pride ourselves on our cleaning operations, we distinguish our services based on the support system that we offer to you. We focus on providing consistent, high-quality service, increasing means for communication with clients, establishing quantitative methods for performing each task, and creating a system for overall project accountability. Our operations and general managers meet with Leon County School's representatives regularly to understand individual requirements, ensure faculty, staff, and student satisfaction, and add value to our proactive partner role. Our project-to-corporate structure will respond to your requests and provide your organization with ample feedback and oversight by corporate management.

Background Checks

Once a decision has been made regarding interest in hiring an applicant, an offer will be made contingent upon the satisfactory completion of reference checks and criminal background checks. Our goal is to confirm work ethic, history, qualifications, and whether we feel they will provide excellent service to you. We intend to avoid hiring applicants who appear to be violent offenders who may create an unsafe space for Swift Creek Middle School occupants or don't abide by the safety rules.

We will conduct background checks at levels determined by Swift Creek Middle School representatives or for a marginal fee when not specified in the solicitation document and requested after the contract award.

In evaluating whether an employee passes our background check process, we identify the requirements and circumstances of the job and review the offense(s), severity, frequency, and most recent dates of offense in determining whether the employee is allowed to work for us. Our employees work late at night in the field when there are no or limited people in the facility. As such, offenses that put others

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in danger are scrutinized at the strictest level.

Once hired, employees will report to the work sites to undergo preliminary orientation. Additional training on work rules, operational procedures, and job-specific skills is an ongoing responsibility of site supervisors and operations management. Our management team focuses on their workforce's development and growth, providing opportunities to advance through continuous learning and improvement. Through a process that involves careful screening and training, we ensure we hire the best employees to deliver the highest level of service to you. The key is to have the correct staff on the team for the foreseeable future, that way we can maintain the necessary staff to provide the agreed-upon services per specifications.

Uniforms & Identification

The first impression your organization makes rests on the shoulders of your front-line employees. Their appearance speaks volumes and directly reflects the image you want to portray at each location. With this in mind, we humbly offer our recommendations for uniform standards that will help you project the professional and polished image you desire.

In our commitment to ensuring seamless identification, we equip our employees with picture IDs, simplifying the process of recognizing our dedicated team members. As an example, we present a captivating sample ID below, showcasing our attention to detail and dedication to professionalism.









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Chemicals & Supplies

Understanding supplies and equipment will be provided by Leon County Schools, we wanted to make it aware that we can assist by purchasing supplies that are GreenSeal Certified if needed.

E-Verify

To ensure you have people in your facility that are legally documented to work in the U.S., we utilize the E-Verify system to authenticate the employment eligibility of all new hires. Below is a brief overview of the process:



Key benefits of using the E-Verify system include:

- Helping employers maintain a legal workforce
- Virtually eliminating Social Security mismatch errors
- Improving the accuracy of wage and tax reporting

Some benefits of us using E-Verify for you, the customer:

- Using E-Verify, you can have peace of mind knowing all employees working are documented US citizens, or are legally eligible to work, and have the necessary experience to perform the intended job
- With E-Verify, we can ensure our clients that all background documentation is current, correct, and matches up with each employee
- Grupo Eulen/USSI frequently trains our employees from within, so using E-Verify helps increase our ability to recruit and retain the best employees that we keep on staff to service you, the client



Key Control & Building Security

Because we understand the importance of safety and security, especially in a school setting, we've developed a policy to ensure proper distribution handling of all keys for the locations we service. In most cases, we tend to we

with building management to pick up where the last custodial team left off with key control as it prevents confusion for clients. If, however, a system is not established, we'd love to discuss key control practices with Swift Creek Middle School's building management.

In buildings with 24-hour security, it is recommended, if not already practiced, to collect facility keys from building security. This ensures clarity and accountability regarding the handling of the keys, as it can be documented. Before distributing the keys, we maintain an assignment log to record which hard key is assigned to each member of the cleaning staff, and they are collected again at the end of the night. If services are performed outside of operational hours, the keys are collected by security upon completion of the services. This system promotes accountability on both sides.

In most cases, our supervisors are responsible for distributing keys to the cleaning crew. Access to locked facilities and areas required for employees' assigned tasks is granted through the provision of appropriate keys for authorized entry.

When it comes to taking building keys home, we generally discourage our supervisors from doing so, unless specifically requested by the client. This is because there is a risk of losing or misplacing the keys, which could necessitate re-keying the entire building. However, for card keys, our managers are usually allowed to either collect them on-site or take them home, as these can be easily deactivated by the building staff if lost.

Hard keys pose a higher risk due to the possibility of being copied, stolen, misplaced, or lost completely. Whenever possible, we prefer the use of card keys as they offer increased security by allowing us to 1) distribute them among supervisors and 2) deactivate them easily in case of any issues.

Keys to all sites, administration buildings, offices, and other facilities will only be issued to one of our employees upon proper clearance through all necessary background checks. Any person, who knowingly makes, duplicates, possesses, uses access-controlled keys for entry to any area without appropriate authorization or knowingly divulges access, alarm or combination codes to any secured area will be subject to disciplinary action by Grupo Eulen/USSI.

Persons to whom key(s) are issued must sign the key request form when they pick up their key(s) acknowledging receipt of the key(s) and agreeing to assume full responsibility for the security and proper use of keys issued to them.

Upon receiving a key(s) the key recipient also agrees that they:

- will not lend or otherwise permit key(s) to be used by any other person.
- will not duplicate or alter the key(s) and will not allow others to do so.
- will report the loss or theft of key(s) immediately to contract manager.

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	 Charles and an an annual state state state state of the state 	Creatier	11-01-444	All noois
	and the second sec	Cleaner	17-01497	2nd , 3rd
1	Marine States	Cleaner	17-01351	8th, 5th, 650
1	Section of the sectio	Cleaner	17-01495	12th, 8th, 60
	Section of the sectio	Cleaner	17-01494	F level, 2nd
	Contraction of the second seco	Restrooms	17-01491	All Floors
	Card Service States	Cleaner	17-01469	10 th , 3 rd , 75
	Langer of Contracting Party	Supervisor	17-01350	All floors
	Statements in	Restrooms	17-01463	All floors
	Care and the second sec	Utility	17-02884	All floors
	And the second s	Asst. Sup.	17-01464	All floors

Restrooms

Utility

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Position

ed to (Employee

Key Assignments Log

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and /ork	P	Lac	

Card/Key

17-01492

17-00976

17-01493

17-01462

17-02118

17-01352

17-01470

17-01467



RFP 520-2024

floor

All floors

All floors

11th. 9th

All floors

12th, 7th

10th, 4th

and 4th st

11th, 9th, 600

- will return issued key(s) that are no longer needed to the contract manager.
- will return issued key(s) to the contract manager upon termination of employment and obtain a clearance form from Grupo Eulen/USSI indicating all keys have been returned.
- will hand deliver key(s) being returned and will not send keys through the U.S. or internal mail.
- will use keys issued to gain access only to the assigned work area to conduct USSI business.
- will ensure the door(s) to an assigned work area are properly locked or as instructed.

BUILDING SECURITY

Our employees play a critical role in building security that affects the safety of all building occupants, including faculty, staff, students and visitors. Our employees are trained on how to identify potential workplace emergencies.

We teach them how they can observe, report, and respond appropriately to different circumstances that, potentially, could be encountered at their job sites.

We also make sure all our employees understand that complacency and disregarding security policies could place them and others at risk.

Some of the steps that we follow to prevent emergencies and/or control damage, include:

- 1. Evaluating each workplace for potential threats.
- 2. Planning a response (equipment, communication, and policies).
- 3. Training and conducting drills to reinforce skills and build confidence.

Some Potential Workplace Emergencies, include:

- Fire, Natural Disaster, Bomb Threat
- Medical Event, Weapons, Acts of Terrorism
- Violence, Suspicious Package / Device

General Employee Responsibilities:

- Always wear visible identification/security badges at work.
- Follow door security procedures by utilizing assigned keys, and/or swiping key card for every entry.
- Beware of visitors and unidentified people in the workspace.
- Monitor your workplace and remain aware of building activities and conditions.
- Recognize security risks -watch for suspicious people, activities, packages, devices, and substances:
 - Unidentified or unfamiliar people in secured areas.
 - Unattended objects or packages.
 - Vehicles parked in unusual spots.



SAFETY PROGRAM

Our safety program is meticulously designed to prevent job injuries and illnesses, emphasizing open communication and a culture of safety. We provide comprehensive training sessions, offering accessible materials in English and Spanish. We not only train but also foster a safety-first mindset among our employees.

BENEFITS

- Lower workers' compensation costs.
- Reduced number of days away from work and lost productivity.
- Lower costs mean we can pass on savings to our clients. We believe that one of the best ways to reduce costs, retain employees, and maintain a productive workforce is by reducing risks for injury.

TOPICS COVERED

- Safety Orientation
- Injurie On the Job
- Emergency Planning
- Robberies & Assaults
- Ergonomic Hazards
- Electrical Hazards
- Chemical Hazards
- Slips & Falls, etc.

All trainings are recorded by date, topic, name of trainer, names of employees. Once training is completed, employees receive a certificate of completion. Our safety policies address robberies, assaults, ergonomic hazards, electrical hazards, chemical hazards, and slips/falls. We prioritize creating a secure work environment and regularly update our procedures to align with best practices.

SAFETY & SAVINGS

Safety is not just an expense but an investment in our organization. Our program tackles the hidden costs that can arise. We understand the significant impact of even a single injury resulting in lost workdays, both in terms of financial burden and overall well-being. Below:

- Productive time lost by the injured employee, and those attending the accident victim.
- Clean up and startup of operations interrupted by the accident.
- Time and cost for repair or replacement of any damaged equipment or materials.
- Overtime costs when other workers must fill in.
- Fines for violating regulations.
- Cost of time spent on the investigation.
- Cost of completing paperwork generated by the incident.
- Time to hire and retrain replacement employees.
- Loss of skills of valuable employees.
- Increased Worker's Compensation Insurance.

"when it comes to safety, GRUPO EULEN/USSI is the right partner to have"

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HOW WE DO IT

Grupo Eulen/USSI's approach is focused on *protecting our employees*. We have found that the best way to prevent injuries is to remove hazards or keep them isolated, away from workers so that no one gets hurt. Depending on the location, and work involved, removing hazards may be difficult, or it could take long to implement. To be ahead of the unexpected, Grupo Eulen/USSI follows safe work practices and enforces the use of protective clothing and equipment always. We strictly follow all OSHA and CDC safety regulations.



Our policy is to inform all employees of the hazards associated with the materials that they use on the job. Grupo Eulen/USSI has implemented the *Beyond Compliance* program to ensure the proper safety and education of our cleaners.

SDS INFORMATION IS LOCATED IN:

- 1. Grupo Eulen/USSI's check in area
- 2. Our training handbooks
- 3. On the web

Each property Grupo Eulen/USSI cleans is equipped with a binder containing an inventory of hazardous materials used in that property as well as Safety Data Sheets (SDS) for each chemical used. These SDS sheets are conveniently accessible in case of an emergency.

The SDS sheets provide detailed information on health hazards, physical hazards, personal protective equipment, and proper emergency response measures. We have selected a specific cleaning system with a limited number of cleaning products. These have been selected both for their cleaning effectiveness as well as for their low toxicity. Grupo Eulen/USSI ensures due diligence by exceeding OSHA compliance requirements through a series of measures including:

- a. A written safety policy, which is updated periodically
- b. Mandatory employee training regarding OSHA, CDC regulations and SDS
- c. Periodic audits and inventory checks of chemicals in the facility

The "Beyond Compliance" program at Grupo Eulen/USSI ensures improved health and safety of our employees and tenants, while reducing liability through due diligence and precautionary measures.

Grupo Eulen/USSI guarantees that there is an SDS handbook in every building being cleaned by our employees. This handbook contains a chemical description of all products used in the building and explains what to do in case of an accident or emergency. The SDS handbook is displayed on a shelf or mounted on the wall in the storage room, next to the posted emergency phone numbers.

"Grupo Eulen/USSI offers peace of mind"



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TRAINING PROGRAM

Employee Training is at the core of service delivery for us!

We prioritize employee development through a combination of on-the-job training and classroom-style approaches. New employees receive training upon starting and with new assignments. We also provide training for new substances, processes, or equipment introductions. Our CleanCheck training system ensures proper training, tracking, and certification.

BENEFITS

- 1. Safety: increased awareness of things that are not right or present a potential hazard to the facility's users.
- 2. Appearance: appearance and first impressions matter and have a direct impact on the patient and guests experience, as well as the credibility and reputation of your organization.
- 3. Health: effective training reduces potential for illnesses, for infections or reactions related to viruses or bacteria, as well as adverse reactions to chemicals that may be used in cleaning at a facility.
- 4. Efficiency: proper training ensures tasks get done faster, efficiently and in a manner that is less stressful for the employees which facilitates continued productivity.
- 5. Organizational success: the frontline team ensures facilities are clean and safe, and run efficiently & cost effectively.

OUR EMPLOYEES LEARN

During the initial training phase, our employees acquire comprehensive knowledge of standard operating procedures (SOPs), safety protocols, and industry best practices. This training is typically conducted prior to personnel being assigned to a specific facility. Following job placement, each employee undergoes specialized training tailored to the building they will be working in. This training emphasizes the project's specific requirements and work specifications. The wide range of topics co



specifications. The wide range of topics covered during this training include, but are not limited to:

- Standard operating procedures for general cleaning.
- Green cleaning & sustainability.
- Chemical handling & safety. In-depth knowledge on chemical properties, dilutions & proper applications.
- Hard floor & carpet cleaning.
- Restroom, shower room & fitness center cleaning.
- Disinfection, including bloodborne pathogens and OSHA cleanup protocols.
- Hazardous waste removal.
- Above-the-floor cleaning, including glass, stainless, wood, plastic, pressure washing, etc.
- Building safety & security.
- Emergency preparedness.
- Equipment operation and preventive maintenance.
- Customer service and professional interaction with customers, associates, and visitors.
- All training materials are available in English and Spanish.

SAFETY & SECURITY FIRST

We take a proactive approach to training our staff on job safety, which encompasses protocols for entering and exiting the workplace, as well as maintaining vigilance regarding safety and

security risks. In the event of encountering suspicious packages, our policy is to leave them undisturbed and promptly report them to the site supervisor or designated representative.

THROUGH OUR TRAINING PROGRAM, USSI HAS BEEN ABLE TO:

a) Improve morale and reduce turnover

- b) Motivate employees
 c) Recognize achievements & provide advancement
- opportunities
- d) Evaluate employee performance according to set standards
- e) Identify areas that require additional training



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Issue Resolution Plan

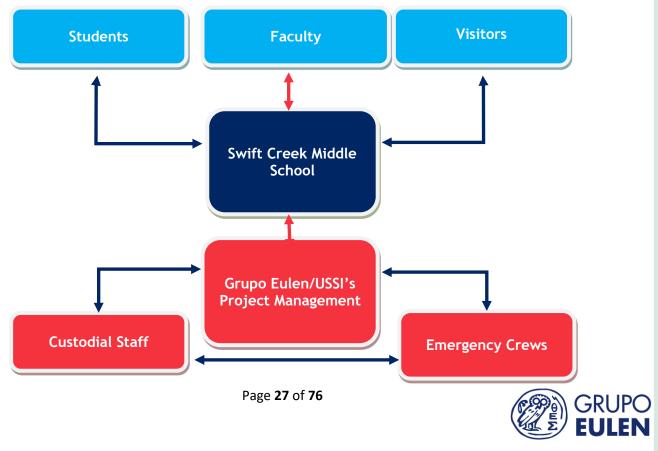
Our quality begins with our people. The purpose of the issue resolution plan is to identify and track who is resolving the issue, how they're resolving it, and when they resolve it. All done to keep Swift Creek Middle School's representative abreast of what's going on, prevent reoccurring issues, or find ways to learn how to solve future issues better and faster.

Communication Plan

Our administrative support staff and operations teams work cohesively and communicate daily to meet all project needs. Some benefits from an effective communication plan could include greater clarity amongst core Swift Creek Middle School's management and our team regarding what's needed to excel. Our previous experience with cleaning schools/universities have emphasized the significance of instructing our employees about which areas to focus on. For areas requiring quarterly attention, we will collaborate with the school staff to determine which locations should be avoided, ensuring that our cleaning services adhere to the established standards. This leads to less redundancies because the plan dictates who is responsible for what, which then could improve morale and unlock the cleaning staff's full potential.

Our clients have easy access to any records related to each project. With our open-door policy, we ensure that our employees get the same easy access whenever they need additional support or wish to resolve any issues. Effective communication is the key to resolving complaints in an environment like Swift Creek Middle School. Facilities management coordinates complaints with Grupo Eulen/USSI's operations manager (proposed contract manager) and project personnel.

The flow of communication between faculty, staff, students, and building visitors, and theresolution of complaints can be illustrated below:



Routine complaints are communicated by students, faculty, visitors or building representatives to facilities management via email, phone or fax. Facilities management prioritizes the complaints and notifies the contract manager of the specific issues that need to be managed. Grupo Eulen/USSI recommends that all communications be directed through the work order management system that will be provided to Swift Creek Middle School's facilities management representatives. In addition, we provide a group email address that includes all key members of the project team. Grupo Eulen/USSI's contract manager will identify the relevant custodial staff, and will direct staff members accordingly to resolve the issue.

In addition to the system described above, Grupo Eulen/USSI representatives will do walk-throughs or tour a customer's property and make notes. These notes can be complaints, customer requests, or observations of our own. Once a task is satisfactorily completed, Grupo Eulen/USSI's contract manager or supervisor will inform facilities management of the status of the reported issue. All client complaints and/or requests are logged daily. Any unresolved issues are highlighted to understand the reason why the issue was not addressed and identify the steps that should be taken to address it and prevent re-occurrence. Recurring complaints, if any, will be identified and a plan to address the complaint(s) will be incorporated into the routine operations plan.



Quality Control

Our commitment to excellence isn't just lip service - it's ingrained in every aspect of our operations. From our expert team members to our cutting-edge technology and environmentally friendly products, we're always looking for new ways to improve our services and exceed our clients' expectations.

Our team of experts are constantly exploring new technology and efficient methods, seeking out industry deficiencies and opportunities to optimize our services. We're dedicated to staying ahead of the curve and delivering the most innovative and effective solutions to our clients.

But it's not just about being cutting-edge - we're also mindful of our environmental impact. Our products and tools are carefully selected to be environmentally friendly while still ensuring the best cleaning results possible. We take pride in our commitment to sustainability and responsible business practices, making sure that we not only meet but exceed industry standards.

So, when you choose Grupo Eulen, you can rest assured that you're getting the very best in innovative, environmentally conscious cleaning services. With our expert team and state-of-the-art technology, we're ready to deliver exceptional results and exceed your expectations.

INSPECTIONS, TRAINING & SUPERVISION



Our quality inspections prioritize comprehensive training and supervision to minimize errors proactively. In the event of any mistakes, we promptly identify and address them through rigorous QA checks. Our quality control procedure involves investigating issues to identify their root causes and implement preventive measures to avoid their recurrence.

Our program examines:

- The work program (specs) and how well it is carried out.
- The necessary activities, are they carried out properly?
- The frequencies listed in the cleaning specs and how they are being met.
- The methods applied, are they the right ones?
- The tracking and resolution of service deficiencies, is our client informed?

"we are not happy unless you are happy."

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HOW WE DO IT

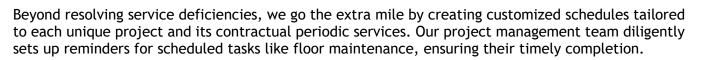
Our program abides by proper care of tools, equipment, and material. All Our cleaning workers employees are instructed on proper maintenance of tools and equipment during training sessions.

Supervision & Inspection

One of the key features of the proposed cleaning program at Grupo Eulen/USSI is maintenance of supervisory and management reports. This ensures proper care of tools, equipment and materials. All our cleaning workers are trained in the maintenance of tools and equipment during initial training, and during boot-camp.

You will enjoy many levels of quality assurance, including:

- Weekly inspections by lead staff
- Regular inspections by our contract manager
- Periodic reviews by upper management



We are committed to achieving the utmost quality, employing multiple metrics to measure and verify employee performance. Benchmarking tools play a crucial role in maintaining consistent service while remaining cost-effective. Our projects consistently meet and excel in specific performance areas, setting high standards within the industry. Our Voice of the Customer program consistently reveals high levels of customer satisfaction and a strong likelihood of recommendations. This serves as a validation of the quality of our services. In the rare event that a customer expresses dissatisfaction through our surveys, we promptly implement an action plan to address their concerns. Our commitment to continuous improvement ensures that we take customer feedback seriously and strive to exceed their expectations.

Grupo Eulen/USSI customizes forms, reports, and checklists to the specific requirements of each project. Types include:

1) Manual Inspection form

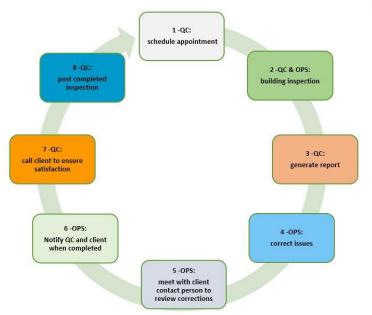
• Uses/Benefits: this form is available to our managers to manually document their observations. It is quick and easy to complete on the spot.

2) Web based applications

• Uses/Benefits: web based periodic reports using a tablet can be generated by the quality assurance specialist assigned to your project. It is easy to understand and includes pictures for visual identification of the problem areas, and an easy before and after comparison. Sample CompuClean Inspection Report below.

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RFP 520-2024

Web Based Inspection Report

Hits Per Vocen Bioroza Cleaning Powered by Eulen
Powered by Eulen

Eulen America HDQ

7200 Corporate Center Dr. #206 Miami, Florida 33126

Quality Inspection Details Report

	1012121					2 - 11/ <mark>29/20</mark> 2		
Grade:	AND		Building	g:	FP0108		Account:	Eulen America
Insp. Date:	11/29/20	22 2:55 PM	Room Io	d:	2nd floor re	estrooms	Inspector:	TBD
Sequence #:	1316		Area Ty	pe:	Restroom I	by Fixture	Employee:	TBD
Shift:	2		Floor Ty	ype:	Ceramic Ti	leFloor	Superviso	r:
Insp. List:	Restroon	ns	Level:		2		Cost Cente	er:
Inspection Iter	n	Weight	Score	CA	Status	Detail	Code	Comment
Floors		1	1					
Walls and Partition	s	1	1			-		
Counters		1	1			-		
Mirrors		1	1			-		
Doors and Door Fr	ames	1	1			-		
Sinks and Faucets		1	1			-		
Toilets and Urinals		1	1			-		
Showers and Tubs		0	0			6		
Dispensers		1	0			-		
Trash Receptacles		1	1			-		
Floor Drains		1	1			-		
Vents		1	1					
Lights		1	1			-		
Comment:	Soap disp	enser was d	out in the me	ens bat	hroom at3pn	1		
Signature								
MP								

Thursday, December 1, 2022



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Eulen America HDQ

7200 Corporate Center Dr. #206 Miami, Florida 33126

Quality Inspection Details Report Date Range: 11/20/2022 - 11/29/2022



Dispensers:

Thursday, December 1, 2022



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Pandemic Response Plan

CONTAGIOUS ILLNESS AND PANDEMIC FLU POLICY AND PROCEDURES

As part of Grupo Eulen/USSI's comprehensive emergency-preparedness and business continuity plan, we've established a plan that defines the parameters of our response to pandemic influenza and other viruses. It outlines the steps Grupo Eulen/USSI takes to safeguard employees' health and well-being during a flu/virus pandemic while ensuring our ability to maintain essential operations and continue providing essential services to our customers. In addition, it provides guidance on how we intend to respond to specific operational and HR issues in the event of a pandemic. If awarded, further information can be provided.



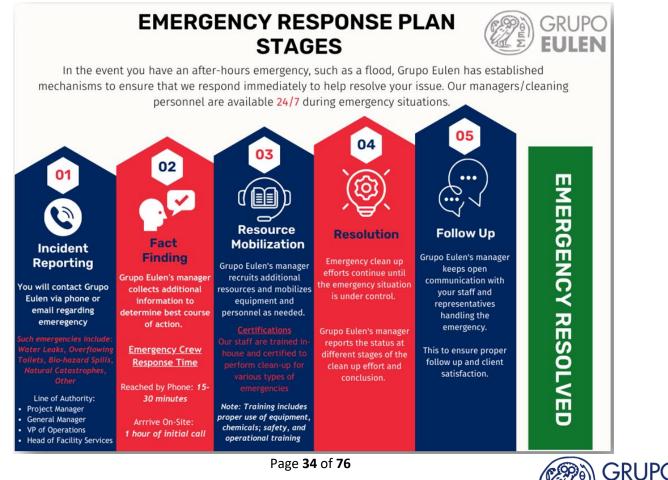
Emergency Response Plan

In the event you have an after-hours emergency, such as a flood, we have established mechanisms to ensure that we respond immediately to resolve your issue. Grupo Eulen/USSI has the experience and the know-how to assist you in the event of emergencies quickly. Our managers and cleaning personnel are available 24/7 during emergencies and can respond within 15-60 minutes after receiving the call. That way, your team can focus on what's important. Our emergency crews mobilized to deal with emergencies are trained in using the equipment and proper techniques to handle minor emergencies such as floods due to broken pipes or overflowing toilets and urinals. We also have the staffing, equipment, and resources necessary to attend to significant weather emergencies and other situations. The main priority is getting the situation under control, and your facilities back open as quickly and safely as possible.

The primary point of contact for Swift Creek Middle School in an emergency is your assigned contract manager, Les Drummer. All of our team members are "on call" 24 hours, except during vacation or authorized leave. Below, we have provided access to the following management staff as backup resources:

- Les Drummer, vp of operations | Cell: (850) 508-7117
- Dija Ziane, head of facility services | Cell: (305) 494-3639

We develop an emergency response plan customizable to your unique situation. The typical stages we go through are below:



Transition & Implementation Plan

A seamless transition is critical to the success of ongoing cleaning operations at Swift Creek Middle School. Assuming we have 30-day notification of award, the first step is to put together a transition team, typically headed by the contract manager assigned to your account. We will meet with you to discuss any specific issues you would like to address including:

- Staffing related
- Tenant related
- Background checks
- Keys, Safety and Security
- Policies and procedures, and special requirements

To ensure a smooth transition, we create a building-specific profile based on your feedback. We prioritize retaining the right personnel and ensure legal compliance through E-Verify and timely background checks. We review equipment needs, schedule deliveries, provide uniforms and ID badges to employees. Our pricing includes necessary equipment without adding to start-up costs. Key tasks and timelines leading to the start-up are outlined below:

DAYS UNTIL START-UP								WEEK																								
TASK / WEEK #	30	29	28	27	26	25 2	4 2	3 2	2 2	1 2	0 19	18	17	16	15 1	14 1	13	12	11 1	.0 9	8	7	6	5	4	3	2	1	1	2	3	4
Notification of award																																
Meet with Property Management to review key priorities																																
Review agenda & line items with USSI requirements																																
Review janitorial equipment on-Site																																
Begin interviews & staff assignments																																
Review chemical and consumable products																																
Get approval for any product changes																																
Order paper products, chemicals, and equipment for start																																
Interview existing staff for hire by USSI																																
Develop contingency plan for staffing & equipment																																
Set-up telephone timekeeping system																																
Employ other resources to fill positions																																
Review schedules for day personnel																																
Assign personnel to tasks & positions																																
Complete applications & staffing for all positions																																
Begin training of new & existing employees																																
Start service at building																																
Review first week of startup																																
Benchmark inspection with Property Management																																
Complete test run																																
Review progress to benchmark																																
Adjust schedules & needs as identified																																

Implementation Plan

After signing the contract, we will arrange a facility walkthrough, where both building representatives and our staff will join together at a specified date and time. This walkthrough serves as an opportunity to discuss cleaning guidelines and identify any areas that may be restricted, or previously unidentified areas designated for cleaning with our supervising team.



Below is a description of the activities that would be recommended during the transition phase prior to contract start date and after the start of the contract.

IMPLEMENTATION PLAN/ TASK DESCRIPTION:

- C Contract start date minus (-) # of days prior contract start date.
- C+ Contract start date plus (+) # of days after contract start date.
- C-30 Notification of contract award.
- C-29 Grupo Eulen/USSI's operations team develops plan for reassignment of existing experienced Grupo EULEN/USSI employees from other buildings to Swift Creek Middle School's facility.
- C-25 Grupo Eulen/USSI operations team commences screening of existing site employees for possible hiring by Grupo Eulen/USSI.
- C-23 Grupo Eulen/USSI operations team commences recruitment and screening of new employees.
- C-22 Grupo Eulen/USSI's general manager and/or contract manager meet with building management representatives to tour property, review requirements, and develop a list of priority items and/or issues that need to be addressed immediately.
- C-20 Contract manager orders all supplies including chemicals, equipment, key boxes, trash stickers, startup kit & uniforms/cobblers. (If Applicable)
- C-15 Contract manager develops cleaning schedules.
- C-10 Contract manager finalizes draft cleaning plan for this property.
- C-5 Contract manager coordinates employee training.
- C-3 Contract manager finalizes roster of night cleaners.
- C-2 Contract manager completes final review of complex.
- C-1 Contract manager coordinates with building management for the arrival and storage of supplies.C Janitorial service operations start.
- C+1 If cleaning starts on a Friday, intend to continue cleaning through the weekend as necessary to get the property up to Grupo Eulen/USSI and building standards.
- C+5 Grupo EULEN/USSI's contract manager and Swift Creek Middle School's representatives coordinate a post start up inspection.
- C+7 Contract manager conducts a follow up inspection for correction of C+5 cleaning issues and follow up on tenant requirements identified prior to start up.
- C+I2 Contract manager and Swift Creek Middle School's representatives coordinate an additional walkthrough inspection, if necessary.
- C+14 Contract manager conducts a follow up inspection for correction of C+I2 cleaning issues.
- C+18 Contract manager and Swift Creek Middle School Representatives review of any unresolved issues.
- C+21 Contract manager conducts a follow up of C+18 cleaning issues.
- C+26 Contract manager and Swift Creek Middle School Representatives coordinate another inspection, if necessary.
- C+28 Contract manager conducts a follow up inspection for correction of C+26 cleaning issues.
- C+30 Grupo Eulen/USSI's quality inspections continue at a frequency determined by Swift Creek Middle School



A. Description Of Related Experience

Grupo Eulen/USSI has the experience to take on projects like the one at Swift Creek Middle School. We clean approximately 30 million square feet each day and serves approximately 370 locations company wide. We have extensive experience servicing both the private and public sectors, including schools and universities.

Our ability to manage and plan for performing at your property is directly tied to our organization's multiregional experience and capabilities in the janitorial business. All our projects count on the support and resources that we have available at our headquarters, and regional offices.

		Name of Company:	Lincoln High School		
		Address:	3838 Trojan Trail Tallahassee, FL 32311		
		Contract Dates:	12/1/2022 to Present		
		Description of Work:	General janitorial servi	ices to	
			campus facilities (mult buildings)	iple	
			bullulligs)		
		Contact Person: Title:	Jason Peters Facilities Maintenance		
		nue.	Supervisor		
		Phone:	(0E0) 407 2140 v1001		
			(850) 487-2110 x1001		
		Email:	petersj@leonschools.r	<u>net</u>	
Name of Company:	Keiser Un	iversity – Tallahassee			
Address:		stead Boulevard	Name of Company:	FL Depart	tment of Transportation
		ee, FL 32309 & opolitan Boulevard	Address:	605 Suwa	annee Street
		ee, FL 32312			ee, FL 32399
Contract Dates:	7/1/2016	to Present	Contract Dates:	8/1/2010) to Present
Description of Work:		services to multiple			
Description of Work.		campus locations	Description of Work:	multiple	anitorial services for locations
Contact Person:	Elise Brov	wn	Contact Person:	Kristin Sr	nith
Title:	Assistant	Campus to the Campus	Title:		of Support Services
	President			-	
Work Phone:	(850) 906	-9494	Work Phone:	(850) 414	
Email:	. ,	@keiseruniversity.edu	Email:	Kristin.Si	mith@dot.state.fl.us
		e nelser university.edu			



RECENT & CURRENT PROJECTS

CURRENT PUBLIC SECTOR EXPERIENCE In the State of Florida

- Lee County
- Leon County
- Lincoln High School
- Collier County
- City of Fort Myers
- City of Miramar
- City of Miami Gardens
- City of North Miami
- City of North Miami Beach
- City of Tampa
- City of Plant City
- City of Fort Lauderdale

CURRENT and PAST EDUCATION EXPERIENCE In the State of Florida

- Florida Gulf Coast University
- Hodges University
- First Baptist Church Naples
- St. John Neumann High School
- McGregor Early Learning Academy
- Evangelical Christian School
- Bishop Verot
- Lincoln High School
- Mason Classical Academy
- SCF Student Health Services
- Keiser University
- School of Math and Sciences

PAST PUBLIC SECTOR EXPERIENCE In the State of Florida

- City of Coral Springs
- City of Homestead
- City of Coconut Creek
- City of Tamarac
- City of Boca Raton
- City of Hallandale Beach
- City of Largo
- Department of Transportation -Tampa
- Madeira Beach
- City of Dunedin
- Manatee County



B. Length Of Time Providing Services

Grupo Eulen/USSI has provided janitorial services for over 109 years. We have provided janitorial services for FGCU for almost 20 years, Hodges University for over 10 years, First Baptist Church and Academy of Naples for 5 years, McGregor Learning Academy for almost 2 years, Keiser University for 6 years, School of Math and Science for over 1 year, Pasco Hernando State College and Lincoln High School for under a year, and many more public sector, education and private sector facilities. Our approach to partnering with our customers has resulted in many public sector contracts being extended for the maximum number of extensions, as well as being awarded the contract over multiple RFPs. For our private sector clients, many have continued to partner with us for 10, 20 or more years.

We are experienced in delivering services similar to those required by Swift Creek Middle School's RFP and are familiar with working in a school setting. Our many years providing services to facilities similar in size in scope to Swift Creek Middle School, as well as our experience providing services to many different types and sizes of facilities makes us uniquely capable of partnering with Swift Creek Middle School to anticipate all their changing needs.

C. Suspension, Revocation, or Review

Grupo Eulen/USSI has not had any suspensions, revocations, or review of the Proposer's licensure in the last five (5) years. To add, Grupo Eulen/USSI neither has had any bankruptcies, judgements, or liens with the last five (5) years.

D. Disputes

Grupo Eulen/USSI has not had any contract disputes (or our affiliates, subcontractors, agents, etc.) with any of our customers with the last three (3) years related to contracts under which we provided services similar in nature to those described herein. That includes any circumstances involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences.

E. Subcontractor Information

Grupo Eulen/USSI does not plan on utilizing any subcontractors for the completion of this contract.



Experience & Organization - Staff Assignments and Certifications

The Proposer shall provide resumes or job descriptions for all positions assigned to the Contract that will be providing the on-site services contemplated in this RFP.

Please find below on pgs. 41 - 53 Grupo Eulen/USSI's essential management team roles, project team, and certifications.



To ensure the highest levels of service for the *Swift Creek Middle School* project, we propose an operations structure as illustrated below:



The custodial team for this project will be headed by our contract manager, Mr. Les Drummer, who will be the primary contact between Grupo Eulen/USSI and Swift Creek Middle School representatives, and oversee training, safety, management, and building inspections. Our contract manager's responsibilities will include ordering supplies (if applicable), ensuring availability of equipment (if applicable), and handling special tenant requests.

The cleaning staff will report directly to the contract manager who is also responsible for hiring, training, payroll and administrative duties related to the project. Grupo Eulen/USSI's head of facility services, Dija Ziane, supports the contract manager and is responsible for ensuring consistent service delivery, inventory management, reporting and compliance with contract specifications. Overhead support to the project from HR, IT, billing, and payroll is provided to ensure consistency of service.

The following key personnel will be directly responsible for this project:

- Mr. Les Drummer, Vice President of Operations, North Florida (Contract Manager)
- Ms. Dija Ziane, Head of Facility Services

PROJECT MANAGEMENT & SUPERVISION

The contract manager is the liaison between Swift Creek Middle School representatives and Grupo Eulen/USSI's cleaning crew. For this project, the contract manager assumes responsibility of this position. He will coordinate with Swift Creek Middle School representatives to receive reports (if any) of cleaning discrepancies, project work, special event requirements or other related information. He will be responsible for the overall management and the continuity in all scheduling concerning your facility. He will handle day-to-day management under the contract and will be the primary point of contact for all issues. The contract manager will also make regular written inspection reports and advise the Grupo Eulen/USSI cleaners of their observations. Our contract manager will meet with Swift Creek Middle School representatives regularly to ensure proper communication.



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CONTRACT MANAGER DUTIES:

- Responsible for the smooth and orderly running of the project, including strict adherence to cleaning specifications, employee selection, and ordering of materials, supplies and equipment.
- Responsible for resolving complaints and handling emergency situations.
- Manages the Grupo Eulen/USSI cleaners in the completion of janitorial functions.
- Ensures that our employees comply with all project regulations, security requirements, badge controls, uniforms, etc.
- Responsible for updating the Safety Data Sheets and ensuring our personnel are conscientious in their use of materials and supplies.
- Assumes ultimate responsibility for all Grupo Eulen/USSI employees on-site, the control of materials and equipment, and inventory maintenance of all paper products.
- Responsible for project inspections and quality control.
- Oversees the receiving, documentation, security and proper inventory of all materials, equipment, and paper products.

ADDITIONAL MANAGER DUTIES:

- Responsible for the smooth and orderly running of the project, including strict adherence to cleaning specifications, employee selection, and ordering of materials, supplies and equipment.
- Responsible for resolving complaints and handling emergency situations.
- Manages the Grupo Eulen/USSI cleaners in the completion of housekeeping functions.
- Ensures that Grupo Eulen/USSI employees comply with all project regulations, security requirements, badge controls, uniforms, etc.
- Responsible for updating the Safety Data Sheets and ensuring Grupo Eulen/USSI personnel are conscientious in their use of materials and supplies.
- Assumes ultimate responsibility for all Grupo Eulen/USSI employees on-site, the control of materials and equipment, and inventory maintenance of all paper products.
- Responsible for project inspections and quality control.
- Oversees the receiving, documentation, security and proper inventory of all materials, equipment, and paper products.



QUALIFICATIONS OF STAFF

LESTER DRUMMER

VP of Operations, North Florida

United States Service Industries, Inc. (USSI) | 325 John Knox Road Suite D-104 | Tallahassee FL 32303 O: (850) 877-4314 | C: (850) 508-7117 | Email: <u>Lesd@ussiclean.com</u>

Qualifications Summary

Over 26 years of janitorial service experience from an initial position of project manager to general manager of operations for the entire North Florida Region. Adept at implementing effective systems to increase efficiency, productivity and reduce costs. Culture-focused and experienced at cultivating cohesive teams that collaborate and pursue professional and corporate goals. Focused on delivering of high standards and achieving high customer satisfaction.

Education

BACHELOR OF SCIENCE | WILEY COLLEGE- MARSHALL, TEXAS

JANITORIAL TRAINING | USSI

- \cdot Management Training & Seminars
- OSHA & SAFETY Training
- General Janitorial Training
- Green Cleaning Policies and Procedures
- Carpet & Floor maintenance Training

Skills & Abilities

OPERATIONS & ADMINISTRATIVE

- Plan, direct, and control the operations and personnel necessary to provide the contracted services with an emphasis on safety, cost efficiency and quality.
- Demonstrate competitiveness, strong work ethic to function at a high level, independently, and the ability to manage multiple projects in a fast-paced environment.
- Manage all operations and personnel with overall responsibilities for production, safety, quality and other activities necessary to provide the contracted services.
- Ensure increasing levels of customer and employee satisfaction while improving the efficiency of manpower, supply and equipment.
- Experience training and supervising large group of employees.
- Manage timekeeping and payroll processes using both manual and automated systems.
- Control and maintenance of product and equipment inventories, process supply orders, and manage
 effective use of such products and equipment.
- Responsible for OSHA compliance, employee safety, security, and compliance with all company as well as client policies, procedures and regulations.



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COMMUNICATION

· Successful daily interactions with corporate staff, janitorial staff, tenants, and building management.

LEADERSHIP

- · Excellent work attitude with demonstrated punctuality, responsibility, dedication and team spirt.
- Build collaborative relationships with customers, vendor partners; and staff.

Experience

GENRAL MANAGER | USSI | 1994 - PRESENT

- Reports directly to the Senior Vice President, Operations, who provides additional corporate support based upon the particular needs of the Tallahassee Metropolitan Area.
- Assists in developing, recommending, and revising customized programs for all operational and maintenance functions within a project.
- Provides management and supervision to project managers, building supervisors as well as oversight to cleaning personnel.
- Plans, directs and controls operations and personnel to provide the contracted services with emphasis on safety, cost efficiency and quality.
- · Oversees the implementation of the safety programs and ensures employee involvement.
- Proactively identifies safety hazards and develops solutions to reduce or eliminate employee injuries and illnesses through the implementation of the job safety analysis program.
- Overall responsibility for sustaining and increasing productivity while adopting cost effective methods and practices.
- Reviews the operational needs pertaining to supplies, equipment, tools and other materials and makes requests as necessary.
- Meets with customers' management staff and tenants to review performance, conduct inspections and determine if added resources are required.
- Solves any complaints from customers and follow up on the issue to make sure it has been taken care of to their satisfaction.
- · Responsible for overall service delivery, contract compliance and client relations.

STORE MANAGER | SCOTTY'S, INC. | 1987 - 1994

- Responsible for complete operation of multi-million-dollar store operation, including: management and supervision of assistant managers, salesmen and approximately 30 store employees.
- Implementation of in-store programs to increase sales.
- Development of employee and public relations incentive programs.
- · Provided training and developmental assistance to all assistant managers, supervisors, and employees.

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Khadija 'Dija' Ziane, PMP, LSSBB Weston, FL • dziane@eulen.com • (305) 494-3639 • www.linkedin.com/in/dijaziane/

Global Business Executive — Visionary Strategist & Transformation Leader

Revenue & Profit Growth | Business Transformation & Innovation | Team Building & Leadership | Global Program Management

Visionary dient management leader, business development and PMO executive, with global experience in strategic planning and execution, growth and retention, customer relations, financial management, business transformation, and enterprise-scale project leadership. Rebuilds teams and cultures to support sustained, long-term growth. Consistently delivers successful outcomes and surpasses expectations.

Global change agent and enterprise-wide transformation leader, successful in building comprehensive processes and teams across all functions. Deep experience in creating and leading Transformation and Program Management Offices from the ground up. Exceptionally strong in project management and demonstrated ability to create overarching organizational – IFMA, PMP and LSSBB certified. Expert in process improvement, Risk management and control, project and program management, change management, and creating and nurturing strong inter-disciplinary enterprise teams and relationships.

Astute relationship builder who wins strong stakeholder loyalties, gains stakeholder buy-in, creates collaborative communities, and influences clients and colleagues at all levels in rapidly evolving markets. Delivers results across multiple geographies and business cultures. Passionate about coaching, inspiring, and supporting individual and team success.

Selected Career Successes

- Led enterprise-wide business transformation and 5-year growth strategy for a \$4B business.
- Created and implemented rigorous commercial structure and approach that achieved 74% success sales rate.
- Developed global change management strategy driving 11% increase in employee engagement in first 12 months.
- Built effective North America PMO to support key deal strategy refinement in NA market, then took PMO global to support healthcare segment strategy enhancement across 68 countries.

Core Strengths

Strategy Development | Cross-Functional Team Leadership | Go-to-Market | Sales Management | Business Planning | Program / Project Management | Operations Management | Financial Management | Risk Management | Negotiations - Contract Management | Process Improvement | Lean Six Sigma | Performance Metrics / KPIs | Staff Training & Development

Career History

Division Head Eulen America

2021 - Present Miami, FL

2019-2021

2018-2019

Gaithersburg, MD

Gaithersburg, MD

Leveraging own experience and Eulen's long standing expertise, responsible for standing up and growing Eulen America's Facility Services Division in the United States

Vice President, Strategic Account Management

Sodexo Healthcare

Latest of 6 rapid leadership promotions by leading, €24B, global food services and facilities management provider. Selected to create and direct a key client growth and retention initiative for target-missing healthcare segment. Built Strategic account management organization to drive sales culture transformation and unlock worldwide growth. Manage team of 10 directors.

- Built global strategic account management function to accelerate response to client needs by transition from transaction to solutions focus, including mission, structure, goals, processes, and team in under 3 months.
- Implemented new client strategy with multi-functional teams for each of company's top 110 clients, representing 80% of segment revenue to drive growth.
- Secured nearly \$500M in contract renewals to increase retention by 400 basis points over prior year.
- Identified and closed over \$140M in new business within 12 months by forming closer client relationships built around business needs analysis and solutions.
- Received "exceptional recognition with large bonus for success from North American Chief Commercial Officer and Global Chief Executive Officer despite company's many financial challenges in changing market.

Vice President, Technical Solutions Sales Sodexo Healthcare

Promoted to build US-market sales team specializing in technical solutions approach to drive growth. Built high-performing team of 11 sales executives and rapidly generated large sales funnel to significantly boost sales over previous year. Received next promotion after achieving sales growth goals in only 10 months.



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Boosted hit rate by almost 30% in 10 months by thorough analysis of past sales efforts to identify opportunities and resolve challenges and creating solutions-focused go-to-market strategy to focus on talent, targeting, and value proposition.

Vice President, Business Transformation

Sodexo Healthcare

Tapped to manage and execute North America healthcare segment strategy; responsibilities expanded to head program / project management services for all of Sodexo's global healthcare transformation program supporting healthcare segment's 5-year growth strategy. Managed cross-functional, cross-divisional team of 250.

- Built highly effective transformation project management office that more than tripled sales hit rate over 3 years.
- Designed and implemented successful process methodology utilizing continuous improvement principles for managing strategic initiatives more efficiently, supporting strategy development for \$4B global organization.

Senior Director, PMO, Strategic Sales and Healthcare Project Initiatives Sodexo Healthcare

Developed project management methodology to accelerate sales growth with oversight of top 30 sales processes within North America market; later headed application of methodology to global markets, creating PMO for healthcare strategy development and implementation worldwide, with focus on driving efficiencies and improving communications. Managed team of 4 project directors.

- Achieved 74%-win rate for managed sales processes for global accounts.
- Created robust training and onboarding process and collateral that reduced "recruit to deliver" cycle for sales executives from 3 months to 3 weeks.
- Implemented shared knowledge management platform to leverage enterprise best practices for greater team effectiveness.

Global Manager, Change Management

Sodexo

Analyzed global technology group's communications and change management needs and implemented programs to improve employee engagement and department image.

Tasked by global CIO to boost employee engagement scores; implemented "voice of employee" program that improved UK score by 110% in first year and increased global employee scores by 11% across 68 countries.

Earlier Roles

Senior Project Manager / Project Manager, Information Systems and Technology, Sodexo. Led cross-functional team of 25 in delivering multiple important enterprise-scale IT projects, including seamless high-speed internet rollout across 5,000 locations. Head of Business Development, CFG. Created and led execution of growth strategy for Arab- and French-speaking markets in Morocco, doubling sales in first year, and consistently beating targets by at least 20% year-over-year.

Education

Master of Business Administration (MBA), degree expected June 2022, University of the People, Pasadena, CA

Dual Bachelor of Finance and Marketing, Institute of Higher Education in Commerce and Business Administration (ISCAE), Casablanca, Morocco - Valedictorian

Project Management Professional (PMP), Project Management Institute

Lean Six Sigma Black Belt, Villanova University, Radnor Township, PA

Change Management Certificate, Sodexo University, Gaithersburg, MD

Financial Management Certificate, Cornell University, Ithaca, NY

Negotiation for Executives Certificate, Massachusetts Institute of Technology, Cambridge, MA

Volunteer Contributions

2015-2018: National Chair, Sodexo Organization of Latinos, employee resource group dedicated to raising awareness and promoting equity and inclusion for LatinX professionals at Sodexo

Awards

2013 and 2014: Platinum Circle sales award in recognition for the exceptional results resulting from development and implementation of sales excellence model

Fluent in English, French, and Arabic, conversational ability in Spanish



2016-2018 Gaithersburg, MD



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2012-2016

Gaithersburg, MD

2009 - 2012

Gaithersburg, MD

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CUSTODIAL SPECIALIST POSITION DESRICPTION AND METRICS

LIGHT DUTY SPECIALIST				
Key Functions Productivity Metrics				
Empty trash, recycling bins & re-install liners	Based on time and motion studies conducted by			
Dust all appropriate horizontal and vertical	industry professionals in a study conducted by the			
surfaces-high to low	International Sanitary Suppliers Association (ISSA), a			
• Pick up paper clips, paper and pencils from floor	trained Light Duty Specialist, with tools and chemicals,			
• Spot clean surfaces-door, push plates and glass	as specified in the cleaning process, can clean 10,000			
Spot clean wall and fixture marks and dirt.	Square feet per hour. (Refer ISSA publication "612			
	Cleaning Times")			

	ILINA CDI	ECIALIST
VACU		ECIALIST

Key Functions:	Productivity Metrics
Check the trash can in each office	Based on time and motion studies conducted by
Vacuum all traffic areas	industry professionals in a study conducted by the
Spot vacuum all other areas	International Sanitary Suppliers Association (ISSA), a
• Vacuum crumbs, ashes, other spills on furniture	trained Vacuum Specialist, with tools and chemicals, as
Reposition all furniture correctly	specified in the cleaning process, can clean 10,000
• Turn out lights upon completion of a room	Square feet per hour. (Refer ISSA publication "612
Secure area as required	Cleaning Times")

RESTROOM SPECIALIST					
Key Functions Productivity Metrics					
 Refill toilet tissue Refill all other dispensers Empty restroom trash Clean and disinfect all fixtures, mirrors and drinking fountains Spot clean and disinfect partitions and doors Sweep and mop floors Turn out the lights 	Based on time and motion studies conducted by industry professionals in a study conducted by the International Sanitary Suppliers Association (ISSA), a trained Restroom Specialist, with tools and chemicals, as specified in the cleaning process, can clean and disinfect 1 restroom fixture in 3 minutes. (Refer ISSA publication "612 Cleaning Times")				
UTILITY SPECIALIST					
Key Functions	Productivity Metrics				
Police stairs and vacuum stairwells	Based on time and motion studies conducted by industry				

 Police stairs and vacuum stairwells 	Based on time and motion studies conducted by industry
Clean glass	professionals in a study conducted by the International
Polish brass	Sanitary Suppliers Association (ISSA), one trained Utility
Pick up trash on specified floors	Specialist, with tools and chemicals, as specified in the
Spot carpet	cleaning process, is required for approximately 25,000
Clean 1st impression areas	square feet of typical office space. (Refer ISSA publication
Clean high-visibility carpet	"612 Cleaning Times")
Haul trash to dumpster	
Floor care	



Green Cleaning Program & Certifications

Our top priority is to foster a clean, non-toxic environment for our customers. That is best exhibited in our longtime participation in our Green Cleaning program, as we have been Green Seal Certified for over 13 years. Our involvement with Green Cleaning is imperative because we refuse to compromise our work, clients, or community.

Grupo EULEN/USSI's Green Cleaning Program is a high-performance cleaning program that promotes sustainable cleaning practices that protect human health, building finishes, building systems, and the environment. Below is a brief description of our sustainability services that we consistently aim to upkeep.

SUSTAINABILITY SERVICES

Grupo EULEN is a leader in the provision of services to companies which aim to provide services that entail useful, specialized, and quality solutions. Our customized program seeks to help companies in any sector or activity to become more sustainable. Grupo EULEN's designs services from a sustainable perspective that avoid harmful practices from the outset focusing on the three following aspects of sustainability:



What are the benefits to you, the client?

Green cleaning is defined as a process that allows the reduction in the overall impacts on human health and the environment and one that takes a holistic view of a facility, its mission, and the activities that take place within that facility. Simply replacing traditional cleaning products and equipment with environmentally preferable products does not constitute green cleaning by itself. Cleaning operations are an integral subsystem of a facility's overall sustainability efforts, requiring coordinated interaction of people, processes, and products to ensure the success of green cleaning.

So, thanks to its commitment to sustainability, we can offer truly innovative ideas and solutions that can change the rules of the game—partnerships between governments and companies, sectoral initiatives between companies, and technologies that make the impossible possible.

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GREENSEAL (GS-42) CERTIFICATION

Grupo EULEN/USSI's Green Cleaning Program has achieved Green Seal certification after being evaluated by Green Seal to comply with the rigorous environmental and performance requirements of the Green Seal Environmental Standard for Cleaning Services (GS-42, 2006). Green Seal is an independent, non-profit organization that provides science-based environmental certification standards for hundreds of products and services.

GREW	Leader in Sustainability
	Commercial Cleaning Service
[]0	Green Seal Standard GS-42
S	Protects human & environmental health: Service uses nontoxic, biodegradable housekeeping products and limits workers' and occupants' exposure to chemicals and contaminants Operates efficiently: Service cooperates with the property to implement building-specific operating procedures and a green cleaning plan Provides education: Service trains custodial staff on effective cleaning and safety, and procurement officers on green purchasing
2.	 Communicates effectively: Service communicates with owners, managers, and occupants to insure efficient and effective cleaning
4	 Reduces waste: Service implements a recycling program and uses minimally packaged, recyclable, and reusable materials
S	A green service that works: Evaluated for effective cleaning procedures and practices
	For more information visit www.GreenSeal.org



Green Seal, Inc. Proudly Presents Certification to

United States Service Industries (USSI)

Green Seal, Inc. certifies that the following program complies with the Green Seal Standard for Commercial and Institutional Cleaning Services (GS-42) and is licensed to use the Green Seal Certification Mark:

GreenLead© Program

Certified August 24, 2009. Reissued July 18, 2019.

Age Darter

Doug Gatlin, CEO



HEALTHY GREEN SCHOOLS & COLLEGES CERTIFICATION PROGRAM

We have a thrilling announcement for you! An incredible opportunity awaits you to pursue certification through the esteemed Healthy Green Schools and Colleges program. This program is the gold standard for facility services in educational systems, recognizing institutions as "Green Schools." Imagine the prestige and impact of becoming a certified Green School, providing a healthy, non-toxic, and environmentally conscious environment for your students, faculty, and occupants.

The Healthy Green Schools and Colleges program is a game-changer in facility management, focusing on crucial aspects that matter most. We're talking about maintaining top-notch air quality, implementing highly effective waste management strategies, and adopting cutting-edge green cleaning practices. Rest assured, when you partner with us, we're committed to upholding these green cleaning standards, ensuring your institution earns extra points and attains various certification levels.

Becoming a certified Green School unlocks a world of benefits. It's a powerful showcase of your dedication to sustainability and environmental responsibility, boosting your institution's reputation and magnetizing environmentally conscious students and families. But that's not all—Green Schools also experience tangible perks like improved indoor air quality, reduced environmental impact, and enhanced overall occupant well-being.

As your trusted partner, we are beyond thrilled to support you on this incredible journey towards certification. Our team is well-versed in the requirements and practices outlined by the Healthy Green Schools and Colleges program. We'll work closely with you, ensuring your facility meets the necessary criteria, maximizing your points, and achieving the desired certification level.

By joining forces with us, you're not only securing exceptional facility services but embarking on a transformative path of education and environmental stewardship. Together, let's create a learning environment that's not just healthier but greener too, nurturing the well-being and success of your students.

This is your chance to seize this incredible opportunity and explore the limitless possibilities of becoming a certified Green School. Don't hesitate to reach out to our team for more information on the certification process and discover how we can wholeheartedly support you in achieving your goals.

We sincerely appreciate your continued trust and partnership. Get ready to embark on this exciting and sustainable journey together!



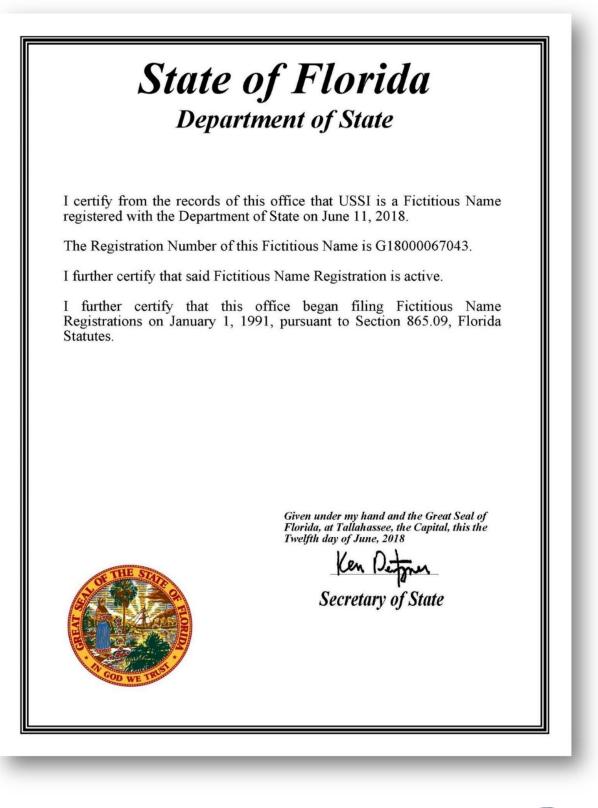




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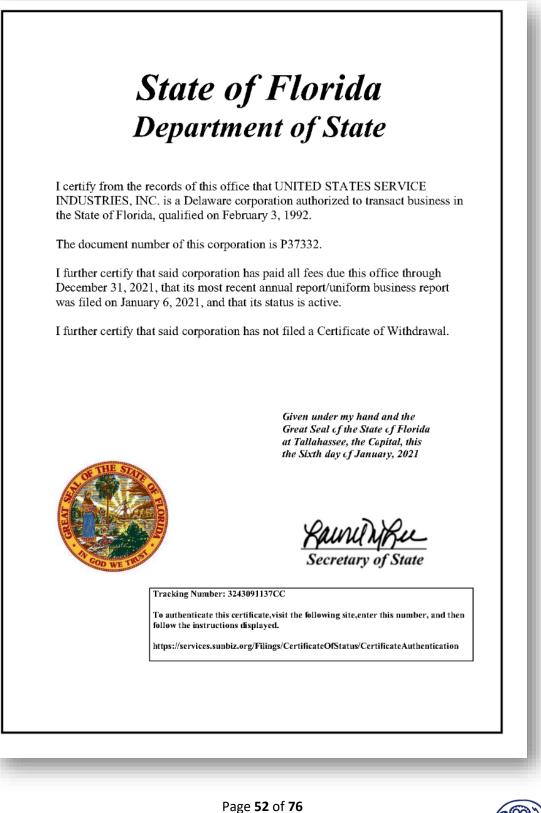
FICTITIOUS NAME REGISTRATION





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AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA





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REGISTRATION FOR USSI DBA GRUPO EULEN IN FLORIDA



FLORIDA DEPARTMENT OF STATE Division of Corporations

January 3, 2023

GRUPO EULEN 7200 CORPORATE CENTER DR STE 206 DORAL, FL 33126

Subject: GRUPO EULEN

REGISTRATION NUMBER: G22000160981

This will acknowledge the filing of the above fictitious name registration which was registered on December 29, 2022. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

If the mailing address of this business changes, please notify this office in writing, or through the link provided on our website www.sunbiz.org for Address & FEI/EIN Changes. Please reference the original registration number.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

RUSSELL L HUNT Reinstatement Section Division of Corporations L

Letter No. 623A0000001

Account number: I2000000195 Account charged: 50.00

www.sunbiz.org Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



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3. TAB C

Required Forms - Attachment II - Required Provisions Certification

Please find below on pgs. 55 - 56 Grupo Eulen/USSI's completed Attachment II Required Provisions Certification.



Attachment II Required Provisions Certifications

1. Business/Corporate Experience

This is to certify that the Proposer has a minimum of two (2) years within the last five (5) years' experience as a custodial services contractor for commercial, industrial, or governmental customers of a similar size and scope, as described in this RFP.

2. Prime Vendor

This is to certify that the Successful Proposer 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 Proposer's Proposal 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. Financial Disclosure

This is to certify that the Proposer has disclosed in their Proposal all suspensions, revocations, bankruptcies, judgements, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Proposer, 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 Proposer whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regards to this RFP. Furthermore, this is to certify that the Proposal 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 Proposal.

8. Statement of Non-Disclosure

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

9. <u>Statement of Non-Collusion</u>

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

10. 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 resulting

Required Provisions Certification Attachment II RFP 520-2024 Swift Creek Middle School Custodial Services

Contract exceeds \$1,000,000.00 in total, not including renewal years, the Proposer certifies that they are 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, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Proposer agrees the District may immediately terminate the resulting 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 bid or proposal for a contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Proposer and acknowledges and affirms the statements above.

STATE OF FLORIDA	Stephanie Nester	- Styphanie Mist
COUNTY OF Montgomery	Authorized Representative (Pri	nt) Authorized Representative (Signature)
		y means of Aphysical presence or [] online
notarization this	_ day of, 20_23	, by <u>Stiphanic Justic</u> (name of
authorized representative)		(position title) for
USSI dba Grupo Eul	ev (Vendor Name).	
	Livia g	Zahlah

	Kina 9, Zahu Notary Signature	ah
	riolary eignatare	LIVIA G ZABLAH
(NOTARY SEAL)	Name of Notary (Typed, Pr	Notary Public - State of Maryland Inted, Or State Performand My Commission Expires Jan 4, 2026
Personally Known VOR Produ	ced Identification Type of Ider	

Application for Vendor Status

Please find below on pgs. 58 - 60 Grupo Eulen/USSI's completed Application for Vendor Status.





2757 West Pensacola Street – Tallahassee, FL 32304-2998 FAX TO: (850) 487-7869 or EMAIL TO: <u>BurnsC@leonschools.net</u>

APPLICATION FOR VENDOR STATUS

(IRS W-9 Facsimile)

COMPAN	IY NAME:	United State	es Service	Industries, Inc.	(USSI) DBA G	Grupo E	Eulen		🗆 Nev	v Vendor 🔳 Update
CONTACT	FPERSON:	Danna Hew	lck					LCSB Employ	ee: 🗆 YES	🔳 NO
PHONE N	UMBER:	202-824-744	0				FAX NUMBER:	202-393-554	1	
CORRESP	ONDENCE A	DDRESS:	5950 Sy	mphony Woods	Road, Suite 3	05				
CITY:	Columbia				ST/	ATE:	MD	ZIP + 4:	21044-341	3
		8		REM	ITTANCE		RMATIÓN above)			
CONTACT	FPERSON:									
REMITTA	NCE ADDRE	SS:				_		-		
CITY:					ST/	ATE:		ZIP + 4:		
EMAIL AD	DDRESS:					V	VEBSITE:			
				PLEASE	СНЕСК ТНЕ	APPR	OPRIATE BOX:			
	HECK THE RIATE BOX:			ole Proprieto				C Corporat - Type (Check of Check of		Partnership S P
TAX ID N	UMBER:	52-0897024				or	-			
		Federal	Employe	r Identificatio				al Security Nu		
							vide your correct ers will not be issu			es, or agencies that to provide a TIN.
				PLEAS	E INDICATE	THE	FOLLOWING:			
	*Minor	ity Vendor	? 🗆 Ye	s 🔳 No			*If yes, certificatio	n is required –	(Please subi	mit with form)
		Race		ucasian	🗆 Hisp			n American		
		Canda		nerican India ale 🛛 Femal		n				
/	le al	Genael								06/21/2023
0	zteph	Signature	Ju Cu	26	Stepha	anie No	Print Name			Date
				a						2000
LCSB site	contact req	uesting vei	ndor:	Staci Coppin	-		(850	0) 488-1206 Rh	one & Emo	
					Name			PI	une a crit	<i></i>
Entered b	oy:				-	-	e Use Only entered:			

	WAL.	0
Form	MA.	3
(Rev. D	ecembe	er 2014)
Departm	nent of t	he Treasury
Internal	Revenue	e Service

Request for Taxpayer Identification Number and Certification

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. United States Service Industries, Inc. (USSI) dba Grupo Eulen		
Je 2.	2 Business name/disregarded entity name, if different from above		
oe ons on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or	Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
int or typ istructio	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.		Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
Print or type See Specific Instructions	Other (see instructions) ► Address (number, street, and apt_or suite no.) 5950 Symphony Woods Road; Suite 305 City, state, and ZIP code Columbia, MD 21044	Requester's name	and address (optional)
Par	7 List account number(s) here (optional) t Taxpayer Identification Number (TIN)		
Enter backu reside entitie TIN or Note.	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to aver p withholding. For individuals, this is generally your social security number (SSN). However, for int alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> n page 3. If the account is in more than one name, see the instructions for line 1 and the chart on page lines on whose number to enter.	ta or	- - r identification number - 0 8 9 7 0 2 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

 1_{\ast} Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



Leon County Schools Authorization for ACH Direct Payment

Finance Department

2757 West Pensacola Street, Tallahassee, Florida 32304

Payee/Vendor Name United States Service Industries, Inc. (USSI) dba Grupo Eulen

Tuyce, venuor run		
Address	5950 Symphony Woods Road; Suite 305	
City, State Zip	Columbia, MD 21044	
Telephone	202-824-7412	
Contact Name	Stephanie Nester	
Contact e-mail	stephanien@ussiclean.com	
(for ACH remittance notif	ication)	

Complete this section for	new enrollments or for financial institution or account changes.
Select one: New	Enrollment Financial Institution or Account Change
Bank Name	FLEST FOUNDATION BANK
Branch (if applicable)	3560 KRAFT ROAD
City, State Zip	NAPLES, FL 34105
Transit/Routing Number	0647016325
Bank Account Number	1068287
Account Type (check one)	Checking OR Savings
Account Type (check one)	Personal OR 🔛 Business

I, the undersigned, authorize Leon County Schools to deposit payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the financial institution named above to post these transactions to that account. This authorization will remain in force until Leon County Schools receives written notice of cancellation from me. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Signature	Styphanie	Nest	Date 06/21/2023
Name (printed)	STEDHANZE		Title CFO

I, the undersigned, hereby cancel the au	NCEL your ACH electronic deposit authorization. uthorization for the <u>Leon County Schools Finance</u> to originate ACH king/savings account. This cancellation is effective as soon as <u>Leon</u> time to act upon it.
Signature	Date
Name (printed)	Title
lail the completed form to the addre	ess above or email to <u>chaveze@leonschools.net</u> .
For LCS use only	
Vendor Name	Date Received

Required Forms - Attachment III - Notice of Conflict of Interest

Please find below on pg. 62 Grupo Eulen/USSI's completed Attachment III Notice of Conflict of Interest.



Notice of Conflict of Interest Attachment III RFP 520-2024 Swift Creek Middle School Custodial Services

Attachment III Notice of Conflict of Interest

Company Name: <u>United States Service Industries</u>, Inc. (USSI) dba Grupo Eulen [Proposers shall complete either Section 1 or Section 2]

Solicitation Number: RFP 520-2024

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 I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

Authorized Representative (Signature)

Stephanie Nester

Authorized Representative (Print)

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 (Signatur	e) Authorized	Representative (Print)

Required Forms - Attachment IV - Vendor Contact Information

Please find below on pg. 64 Grupo Eulen/USSI's completed Attachment IV Vendor Contact Information.



Proposer Contact Information Attachment IV RFP 520-2024 Swift Creek Middle School Custodial Services

Attachment IV Proposer Contact Information

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

	For solicitation purposes, the Proposer's representative shall be:	For contractual purposes, should the Proposer be awarded, the Proposer's Representative shall be:
Name:	Danna Hewick	Stephanie Nester
Title:	VP of Growth	CFO
Street Address:	5950 Symphony Woods Rd Suite 305	5950 Symphony Woods Rd Suite 305
City, State, Zip Code	Columbia, MD 21044	Columbia, MD 21044
Telephone: (Office)	202-824-7440	202-824-7412
Telephone: (Cell)	410-336-7759	202-236-0457
Email:	dannah@ussiclean.com	stephanien@ussiclean.com

USSI dba Grupo Eulen

Company Name 52-0897024

Authorized Representative (Signature) Stephanie Nester 6/20/2023

Date

FEIN #

Authorized Representative (Printed)

Required Forms - Attachment VI - Local Preference Affidavit

Please find below on pg. 66 Grupo Eulen/USSI's completed Attachment VI Local Preference Affidavit.



Local Preference Affidavit Attachment VI RFP 520-2024 Swift Creek Middle School Custodial Services

Attachment VI Local Preference Affidavit

To qualify for the Local Vendor Preference, a Proposer 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 Proposal Opening. The Proposer, 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 Proposer 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:

Proposer Name: United States Service Industries, Inc. (USSI) dba Grupo Eulen Physical Address: 325 John Knox Road, Suite D-104, Tallahassee, FL 32303 County: Leon County

Phone of Local Location: 850-877-4314

Length of Time at this Location: approx. 7 years # of Employees at this Location: 127

Is your business certified as a small business enterprise through Leon County Schools? No

08	Authorized Representative (Print	Authorized Representative (Signature)
STATE OF FLORIDA COUNTY OF Montgominy,	Stephanie Nester	Stuphanie Mote

Authorized Representative (Print)

The foregoing instrument was acknowledged before me by means of [Yphysical presence or [] online notarization this ______ day of ______, 2023, by ______ here _____ (name of authorized (position title) for USS1 dba Grupp Eulen representative) as (company name).

LIVIA G ZABLAH Notary Public - State of Maryland Montgomery County My Commission Expires Jan 4, 2026 (NOTARY SEAL) Name of Notary (Typed, Printed, or Stamped)] OR Produced Identification [____] Type of Identification ____ Personally Known [

Required Forms - Attachment VII - Subcontracting Form

Please find below on pg. 68 Grupo Eulen/USSI's completed Attachment VII Subcontracting Form.



Attachment VII Subcontracting Form

The Proposer shall complete the information below on all subcontractors that will be providing services to the Proposer to meet the requirements of the Contract, should the Proposer 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 Proposer Name: United States Service Industries, Inc. (USSI) dba Grupo Eulen

Type/Description of Goods or Service Subcontractor will provide:

N/A - USSI/Grupo Eulen will not be utilizing subcontractors for this contract

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 Proposer per PO6450?	Yes	No
In a job description format, identify the r specifications or scope of services outli	•	ies and duties of the subcontractor based on the solicitation.

Required Forms - Attachment VIII - Drug-Free Workplace Certification

Please find below on pg. 70 Grupo Eulen/USSI's completed Attachment VIII Drug-Free Workplace Certification.



Drug-Free Workplace Certification Attachment VIII RFP 520-2024 Swift Creek Middle School Custodial Services

Attachment VIII

Drug-Free Workplace Certification

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

United States Service Industries, Inc. (USSI) dba Grupo Eulen

Name of Business

does:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counselling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under proposal 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 that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Stephania Mush Signature of Authorized Officer

Date _____6/20/2023

Required Forms - Attachment IX - Certification Regarding Debarment

Please find below on pg. 72 Grupo Eulen/USSI's completed Attachment IX Certification Regarding Debarment.



Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion AD-1048 Attachment IX RFP 520-2024 Swift Creek Middle School Custodial Services

Attachment IX

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.)

- A. The prospective lower tier participant certifies, by submission of this proposal, 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;
- B. 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.

ORGANIZATION NAME United States Service Industries, Inc. (USSI) dba Grupo Euler	PR/AWARD NUMBER OR PROJECT NAME RFP 520-2024 Swift Creek Middle School Custodial Services
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Stephanie Nester - CFO	
SIGNATURE(S)	DATE 6/20/2023

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and 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 <u>(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer)</u> 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.

Required Forms - Attachment X - Certification Regarding Lobbying

Please find below on pgs. 74 - 76 Grupo Eulen/USSI's completed Attachment X Certification Regarding Lobbying.



Certification Regarding Lobbying Attachment X RFP 520-2024 Swift Creek Middle School Custodial Services

Attachment X

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

- 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 be included in the award documents for all subawards 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 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.

annathirik

Date: 6/20/2023

(Signature of Official (Executive Director) Authorized to Sign Application)

Bv

(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

N/AFor

Name of Grantee

Date: _____

Date: 6/20/2023

Title of Grant Program

Certification Regarding Lobbying Attachment X RFP 520-2024 Swift Creek Middle School Custodial Services

Complete this form to	Disclosure of Lob o disclose lobbying	bying Activitie activities pursu	es lant to 31 U.S.C. 1352
Complete this form to disclose lobbying 1. Type of Federal Action: 2. Status of Federal Action: a. contract a. b. grant bid/offer/applicat c. cooperative agreement b. initia d. loan c. post e. loan guarantee N/A f. loan insurance N/A		deral Action: on I award -award	3. Report Type: a. initial filing b. material change N/A For material change only: Year quarter Date of last report
A. Name and Address of Reporting Entity: PrimeSubawardee Tier, if Known: N/A		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
Congressional District, if known: 6. Federal Department/Agency: N/A			ogram Name/Description: N/A r, if applicable:
8. Federal Action Number, if known: N/A		9. Award Am	ount, if known: N/A
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A		b. Individuals	s Performing Services (including address if No. 10a) first name, MI): N/A

Certification Regarding Lobbying Attachment X RFP 520-2024 Swift Creek Middle School Custodial 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 the 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: Stuphanie Mist
Print Name: Stephanie Nester
Title:CFO
Telephone No.: <u>202-824-7412</u> Date: <u>6/20/</u> 2023

Exhibit C





COST PROPOSAL (Hard Copy)

Janitorial Services

Prepared For:

Leon County Schools Swift Creek Middle School

Submitted by courier to:

Staci Coppinger, Procurement Officer 3397 W. Tharpe Street Tallahassee, FL 32303 <u>purchasing@leonschools.net</u>

Submitted by:

Grupo Eulen/United States Service Industries, Inc. Danna Hewick, Vice President of Growth 5950 Symphony Woods Dr., Suite 305, Columbia, MD 21044 P: (202) 824-7412 | F: (202) 393-5541 Email: <u>dhewick@eulen.com</u>

RFP 520-2024

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TABLE OF CONTENTS

1.	TAB 1 - PRICING
	COST PROPOSAL SUBMITTAL FORM





1. TAB 1 - PRICING

Cost Proposal Submittal Form

Each Proposer shall complete and submit Attachment I, Cost Proposal Form, indicating pricing for services as detailed. The Cost Proposal Form shall NOT be included in the Proposer's Technical Proposal. The Cost Proposal Form shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Proposer's Technical Proposal; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Proposal, actual pricing shall only be included in the Cost Proposal. Inclusion of price information in the Technical Proposal may result in finding the Proposal non-responsive

Please find below on pg. 4 Grupo Eulen/USSI's completed Attachment I, Cost Proposal Form.





Attachment |

Cost Proposal Form

RFP No. 520-2024, Swift Creek Middle School Custodial Services

#	Description	Unit of Measure	Unit Price
1.	Total cost per month for custodial services as specified in Section 2 (10 months August – May)	Per Month (10 months August – May)	\$ 5,864.57
2.	Cost per square foot for any additional negotiated services	Per Square Foot	\$ 0.10
3.	Cost per hour for any additional negotiated services	Per Hour	\$ 20.00

United States Service Industries, Inc. (USSI) dba Grupo Eulen

Company Name

Stephanie Nester Authorized Representative Name (Printed)

Authorized Representative Signature

52-0897024

CFO Authorized Representative Title

6/22/2023

Date

FEIN