



06.17.25  
Item 8.02

**District Term Contract  
DTC-26-1019  
Supplemental 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 Contractor's Enterprise Inc., (Contractor) located at 1903 High Road, Tallahassee, FL 32303. The District and Contractor are collectively referred to herein as "Parties" and individually as a "Party." Unless otherwise defined here, all capitalized terms shall have the meaning assigned to them in the Contract.

The Contractor responded to the District's Invitation to Bid (ITB) No. 1001-2026 Supplemental Custodial Services. The District has accepted the Contractor's Bid and enters into this Contract in accordance with the terms and conditions of ITB No. 1001-2026 Supplemental 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 to be provided by the Contractor pursuant to this Contract are defined in ITB No. 1001-2026 Supplemental Custodial Services and all Addenda which are referenced and incorporated herein. The Contractor's Price sheet 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 Contract term shall begin on July 1, 2025, or on the last date on which it is signed by all Parties, whichever is later, and shall expire on June 30, 2028.

**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, 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 part of this Contract. The Contract has the following Exhibits:

- a) Exhibit A: ITB No. 1001-2026 Supplemental Custodial Services and all Addenda; and
- b) Exhibit B: Contractor's Enterprise, LLC. Price Sheet

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

- a) The District Term Contract;
- b) Exhibit A: ITB No. 1001-2026 Supplemental Custodial Services and all Addenda; and
- c) Exhibit B: 1001-2026 Contractor's Enterprise, LLC. Price Sheet

## **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 that 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, 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's Contract Manager is:**

Staci Coppinger, Project Manager

Leon County Schools

3397 W. Tharpe St.

Tallahassee, FL 32303

Phone: (850) 488-1206

Email: [coppingers@leonschools.net](mailto:coppingers@leonschools.net)

The District may appoint a different Contract 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:**

Nicoliss Johnson, CEO

Contractor's Enterprise, LLC

1903 High Road

Tallahassee, FL 32303

Phone: (850) 251-0677

Email: [nicoliss\\_johnson62@yahoo.com](mailto:nicoliss_johnson62@yahoo.com)

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.

**A. Termination for Convenience**

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.

**B. Termination for Cause**

If a breach of this Contract occurs by the Contractor, the District may terminate the Contract for cause. The District chooses 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 allow 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 canceled, 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.

**VIII. 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.

**IX. 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 a written subcontract(s) for the 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.

**X. 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 in-place 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.

**XI. 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](mailto:jerniganj@leonschools.net)**

**B. Disputes**

Any dispute concerning the 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 Purchasing Director or designee. The District's Purchasing Director, 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 of 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. No Waiver of Sovereign Immunity**

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

**F. 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.

**G. 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.

**H. 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.

**I. 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.

**J. Contracting with Entities of Foreign Countries**

By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

**K. Vendor Interests**

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

**IN WITNESS THEREOF**, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR: Contractor's Enterprise, LLC**

  
Authorized Signature

Nidra Johnson  
Printed Name

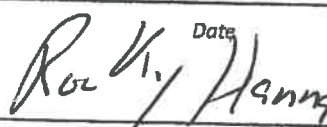
CEO  
Title

05/23/2025  
Date

**SCHOOL BOARD OF LEON COUNTY, FLORIDA**

  
Marcus Nicolas, LCSB Vice-Chair

06.17.25  
Date

  
Rocky Hanna, Superintendent

6/17/25  
Date

# EXHIBIT A



## **Invitation to Bid (ITB)**

**Purchasing Department**  
**3397 West Tharpe Street**  
**Tallahassee, Florida 32303**  
[purchasing@leonschools.net](mailto:purchasing@leonschools.net)

## **Supplemental Custodial Services District-Wide ITB 1001-2026**

ITB Released: April 2, 2025

Deadline for Questions\*: April 16, 2025

Bids Due\*: 2:00 p.m. on May 1, 2025

Jennifer Smith  
Procurement Officer

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



# ITB Timeline

Steps in the ITB Process	Date and Time	Location (if applicable)
Release of ITB	April 2, 2025	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Written Questions Due	April 16, 2025	Submit to: Jennifer Smith, Procurement Officer Subject: ITB 1001-2026, Supplemental Custodial Services District-Wide Email: <a href="mailto:purchasing@leonschools.net">purchasing@leonschools.net</a>
Anticipated Posting of Answers to Submitted Questions	April 23, 2025	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Sealed Bids Due and Opened	May 1, 2025 @ 2:00 PM	Submit to: Leon County Schools Purchasing Department Attn: Jennifer Smith, Procurement Officer ITB 1001-2026, Supplemental Custodial Services District-Wide 3397 W. Tharpe Street Tallahassee, FL 32303* *Also, the location for the Bid Opening
Anticipated Date the District will Advertise its Notice of Award Recommendation	May 20, 2025	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>

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# SECTION 1: Key Information



## 1.1 Quick Facts

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

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



## 1.2 Bidder Qualifications

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

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



## 1.3 How to Contact Us (Procurement Rules and Information)

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

solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Bid.

- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

**e. The District's Procurement Officer**

Jennifer Smith, Procurement Officer

Purchasing Department

Leon County Schools

3397 W. Tharpe Street

Tallahassee, FL 32303

**Telephone: (850) 488-1206**

**Email: [purchasing@leonschools.net](mailto:purchasing@leonschools.net)**

- f. The Bidder shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITB (see Section 2.2). Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder.



## **1.4 Developing Your Bid**

- a. This ITB is being issued as part of an open, competitive process and sets out the appropriate steps and conditions.
- b. Bidders should take the time to read and understand the ITB. In particular, they should:
  - 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
  - 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
  - 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Bidders should prepare a clear and concise Bid, avoiding complicated jargon, and thoroughly describe their ability to meet the expectations of the District.
- d. Bidders must follow the format and instructions included in this ITB for their Bid submittal.
- e. Bids that contain provisions that are contrary to the material requirements of this ITB are not permitted. Including alternate provisions or conditions to material requirements will be considered a counter offer and will result in the Bid being deemed non-responsive.

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



## 1.5 Submitting Your Bid

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

**Leon County Schools**  
**Purchasing Department**  
**ITB 1001-2026, Supplemental Custodial Services District-Wide**  
**Attn: Jennifer Smith, Procurement Officer**  
**3397 W. Tharpe Street**  
**Tallahassee, FL 32303**
- c. It is the Bidder's responsibility to ensure their Bid is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Bids received and shall provide the official time for the Bid opening. Late Bids will not be accepted.

- d. Submit one (1) signed, original, one (1) additional hard copy and one (1) electronic copy of the Bid in searchable PDF format on an electronic storage device or flash drive (not password protected). The original physical Bid will take precedence in the event there is a discrepancy between the original and electronic copy.
- e. If the Bidder includes information in their Bid that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Bid; as outlined in Section 3.5, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
- f. Bidders are encouraged to print Bid documents double-sided and minimize the use of non-recyclable materials.



## 1.6 Bid Opening

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



## 1.7 Disposition of Bids

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



## 1.8 Changes to the ITB

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



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



## 1.9 Protest Procedures

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

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

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## **SECTION 2: Scope of Work**

### **2.1 Background**

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

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

### **2.2 Procurement Overview/Requirements**

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

The District predominately performs all custodial services with in-house personnel. As a result of being understaffed at some locations, sites periodically need help in the performance of custodial services and may elect to do so for short or long-term periods. It is the intent of this ITB to establish a pool of qualified custodial vendors to help subsidize District staff in maintaining the buildings on an as-needed basis.

The District, at its discretion, will determine the size of the Vendor pool and will award contracts in the best interest of the District.

- a. District schools and departments may choose from any of the awarded Contractor(s) and may switch awarded Contractor(s) at their discretion at any time during the contract term.
- b. There is no guarantee that an awarded Contractor will work a minimum number of hours or receive any quantity of work as a result of contract award.
- c. Awarded Contractor(s) may be asked to provide a variety of custodial services including but not limited to the following: cleaning bathrooms, dusting classrooms and administrative offices, vacuuming, dust mopping, wet mopping, and trash removal. Duties required will vary by location.
- d. The awarded Contractor(s) shall perform the duties as directed by individual District staff at each facility.
- e. The following are examples of some situations requiring the awarded Contractor(s) services:

- (i.) A school/department needs a custodian, typically for one or more weeks, time frames may vary with scope of work defined by the school/department. This is usually related to one of their custodial staff being out.
- (ii.) A school/department requests to fill one or more of their allotted custodial positions with a contracted custodian on a short or long-term basis with scope of work defined by the school/department.
- (iii.) A specific or large area of a school or District facility needs cleaning, and the awarded Contractor(s) are provided the scope of work.
- (iv.) A natural disaster or emergency cleaning event arises and the awarded Contractor(s) is notified and provided the scope of work.

## 2.3 Contract Term

The expected Contract term and options to renew are:

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

## 2.4 Bidder Responsibilities

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

## 2.5 General Requirements

- a. The custodial staff shall be employees of the awarded Contractor.
- b. No subcontractors or subcontractor companies are allowed.
- c. Duties must be performed to the satisfaction of the individual school or department.
- d. The District shall have the right at all times to require the vendor to remove and/or replace any personnel working on District property.
- e. The employees of the vendor shall be deemed to be under the sole control and direction of the awarded Contractor, who shall be directly responsible for their acts and omissions.
- f. The awarded Contractor is responsible for all damage caused by its employees to custodial equipment and school property.
- g. The awarded Contractor's supervisory staff must ensure that all on-site employees understand assigned tasks completely.
- h. The awarded Contractor's supervisory staff shall make quarterly scheduled and unscheduled visits to the school and District sites, both during normal business hours and when nightly custodial services are being performed. The supervisory staff will inspect the quality and effectiveness of work to

ensure the optimum level of cleanliness. When inspections indicate that there is a deficiency, the awarded Contractor will then follow through without hesitation to correct the deficiency.

- i. The awarded Contractor is responsible for all keys or access fobs issued to the awarded Contractor's employees. Such keys or access fobs shall not be duplicated. All keys or access fobs shall be returned to the District when requested, or upon termination of the contract. If the loss of keys or access fobs requires changing the combination of locks or changing other access equipment, the cost of such labor and material shall be charged to the awarded Contractor(s) at the discretion of the District. The District will provide initial supply of keys at no charge. Replacement of lost or damaged keys will be at the awarded Contractor's expense.
- j. Depending on location, the awarded Contractor's staff may be required to arm/disarm the alarm system. School staff or the location contact will be responsible for training in how to do so. The awarded Contractor's staff shall not share or disclose alarm codes to anyone, without written permission from the District.
- k. If it has been determined that the awarded Contractor's employees are setting off false security alarms at any location, it will be the awarded Contractor's responsibility to pay any related fines within ten (10) days of receipt of notice from the District.

## **2.6 Service Provisions**

Services shall include all functions normally considered part of satisfactory janitorial work including but not limited to; All labor, supervision, transportation, tools, equipment, and materials necessary for the accomplishment of janitorial services. The District shall provide can liners, toilet paper, paper towels, toilet seat covers, sanitary napkin bags, urinal blocks, and soap. The awarded Contractor(s) shall notify the District designated representative if these items are low and need to be ordered.

Work is to include, but not limited to:

- Routine Daily Cleaning
  - Periodic Project Cleaning
  - Post-Athletic/ Afterschool Event Cleaning
  - Post-Natural Disaster Emergency Cleaning
  - Carpet Deep Cleaning
  - Stripping and Waxing of Floors
- a. The awarded Contractor(s) shall have adequate personnel, and shall supervise and direct all work, using their best skill and attention.
  - b. The awarded Contractor(s) shall be solely responsible for coordinating all portions of the work and shall assume liability for each site or project assigned.
  - c. The awarded Contractor(s) shall provide a responsible, knowledgeable, work site supervisor, who has decision-making authority.
  - d. It is anticipated that the majority of the work assignments will take place Monday through Friday after school between the hours of 3:00 pm – 11:00 pm, taking into consideration holidays, or other school calendar days when the school may be closed. Any work disruptive to the operation of the school or facility may be required on a Saturday or Sunday at the sole discretion of the District.

- e. All supplies, materials and equipment, whether provided by the District or Contractor, shall be used for the purpose for which they were intended. The Awarded Contractor(s) shall not use any products which would be unsuitable for the purposes, or harmful to the surfaces to which applied, or to any other part of the building, its contents, or equipment.
- f. The awarded Contractor(s) shall be responsible for instructing their employees in safety measures considered appropriate. In addition, the Awarded Contractor(s) shall not permit placing of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations.
- g. All supplies, equipment and machines shall be kept free of traffic areas or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. When supplied by the District, cloths, mops, or brushes shall be placed in the designated areas provided for this purpose. Cleaning solutions will be disposed of in utility sinks designated for this purpose.

#### 2.6.1 Contractor Staff

- a. The awarded Contractor(s) staff providing services on-site at a Board location must obtain a Level II background check through the LCS Safety & Security Fingerprint Office at the Contractor's expense.
- b. The awarded Contractor(s) shall provide no services until the Board obtains and verifies the required clearance and the Board issues a Purchase Order. Any Contractor that fails to comply with these requirements will be found in default of their Contract. Contract cancellation will be at the sole discretion of the District.
- c. The awarded Contractor(s) shall supply the District a list of all staff assigned to a facility on the appropriate District Supplemental Custodial Quote Form and this list shall be updated as staff are hired or terminated on an Amendment to Supplemental Custodial Services Quote Form.
- d. The awarded Contractor(s) must inform the District at least forty-eight (48) hours before a new staff member is placed at any facility within the District.
- e. The District reserves the right to request that the awarded Contractor(s) remove any employee from any District facility at the sole discretion of the District. The awarded Contractor(s) must immediately remove the staff member and will not again assign that staff member to work in the District without written consent of the District Contract Manager.

#### 2.6.2 Custodial Requirements

**Custodial requirements will vary by site and project, and must be specifically detailed by the awarded Contractor(s) on the appropriate District Supplemental Custodial Quote Form.**

- a. The awarded Contractor(s) staff must be properly trained and able to fulfill the physical requirements of the tasks assigned.
- b. Properly utilize electrical cleaning equipment in the assigned facility during hours assigned, i.e., vacuum cleaners, shampoo machines, high-speed buffers.

- c. Safely utilize appropriate chemicals and cleaners according to instructions and established State of Florida Department of Education regulations to ensure personal, student, public, and staff safety.
- d. Ensures assigned areas are properly secured upon completion of daily tasks, i.e., locking doors and windows, turning off lights, and setting alarms as required.
- e. Reports emergency situations to the Board's Contract Manager to confine, resolve, or prevent injurious or otherwise dangerous conditions, such as spills, broken windows, broken locks, slip and fall hazards.
- f. Moves furniture and other equipment in the performance of duties.
- g. Cleans equipment and tools after use and maintains cleanliness and order in storage areas.
- h. Reports equipment malfunctions and facility maintenance needs to the Board's Contract Manager.
- i. Performs routine maintenance on facility custodial equipment, such as changing vacuum cleaner belts, bags, and buffer machine pads.
- j. Performs non-cleaning tasks including, but not limited to, changing light bulbs, re-filling paper and soap dispensers, assisting in setting up for meetings/conferences.
- k. Wastepaper and trash shall be removed to the main disposal area determined by the District's Contract Manager. Main disposal area refers to dumpsters which are located outside of buildings. All collected trash will be deposited daily into the main disposal area. No staging of trash will be allowed on interior flooring or around exterior of buildings. Leak proof carts used to transport trash shall be cleaned and deodorized as needed.

### **2.6.3 Quality of Work Standards**

A sample Schedule of Duties has been provided as Exhibit A of this ITB. This sample is not intended to be exhaustive.

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

The achievement of the desired standard of cleanliness will result in an almost complete absence of visible soil. For purposes of definition, absence of visible soil shall be as follows:

- a. Absence of litter and trash on floor.
- b. Absence of handprints or finger marks, spots, dust, and soil build-up on walls, windows, doors, etc.
- c. Absence of soil, scale and stain on restroom fixtures, toilets, urinals, drains, taps, faucets, soap dispensers, paper dispensers, stalls, mirrors, and horizontal surfaces.
- d. Absence of soil, stain and scale on restroom floors and baseboards.
- e. Absence of soil, spots, stains and streaks on glass and mirrors.
- f. Absence of soil, litter, debris and spots on all doormats and floors.

- g. Floors shall be free of streaks, mop strand marks and skipped areas.
- h. All solid waste and recyclables shall be collected and removed to designated disposal areas.
- i. Corners, crevices, moldings and other horizontal surfaces shall be free of dirt, debris and dust.

#### **2.6.4 Sanitizing Requirements**

The awarded Contractor(s) shall provide daily cleaning of all high-touch surfaces. High-touch surfaces are those that are frequently touched by multiple people daily and include, but are not limited to:

- a. Classroom desks;
- b. Work tables;
- c. Computer keyboards and mice;
- d. Doorknobs, push bars, handrails, light switches;
- e. Sink and faucet handles, toilet handles, towel dispensers, soap dispensers, and hand dryers;
- f. Handles on microwaves and refrigerators;
- g. Vending machines; and
- h. Water fountains.

#### **2.6.5 Post-Athletic / Afterschool Events Clean-up**

Cleaning services will be required for post-athletic and afterschool events, including concession stand, press box, bathrooms, bleachers, athletic fields, trash receptacles, or other duties as directed by school site supervisor or building maintenance supervisor.

#### **2.6.6 Post-Disaster/ Emergency Cleaning and Shelter Clean-up**

- a. **Post-Disaster:** The awarded Contractor(s) may be required to provide emergency or shelter clean-up post-disaster at the direction of a District Project Manager. The Project Manager will communicate with the awarded Contractor's primary contact to receive a written quote and schedule services.
- b. **Emergency Cleaning:** In the event of a designated emergency, the awarded Contractor(s) must be able to respond to an emergency call within four (4) hours. These specifications define emergency service as an unexpected situation or occurrence that demands four (4) hour response due to acts of nature or any situation that affects the safety of persons or property as declared at the sole discretion of the District Project Manager.

#### **2.6.7 Carpet Deep Cleaning**

When requested, the awarded Contractor(s) will provide all equipment and chemicals necessary to deep clean carpets. The awarded Contractor(s) shall submit MSDS and technical sheets for chemicals being used for approval by the District Project Manager if requested before work commences.

- a. No bleach or bleach substitute to be used at any District facility.
- b. No use of rotary equipment, including spin Bonnet on any soft surface products.
- c. Thoroughly vacuum area to remove dry soil.

- d. Fill rinse tank with clean water only.
- e. Use PH neutral cleaner (0 to 9) only. Extract thoroughly to rinse and remove the cleaning agent (PH neutral cleaner) and suspend soil.
- f. Hot Water Extraction only.
- g. Finish with dry pass (extraction only) to remove as much moisture as possible.
- h. Use air movers (carpet fans) to expedite drying time.
- i. Limit foot traffic on the area until dry.

#### **2.6.8 Stripping and Waxing of Floors**

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

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

#### **2.7 Equipment and Supplies**

- a. The awarded Contractor(s) will provide all necessary electrical machinery and equipment, including vacuums, auto scrubbers, strippers, and floor buffers. The awarded Contractor(s) will provide Personal Protective Equipment (PPE) for their staff.



- b. The District shall provide all consumable products including, but not limited to toilet paper, towels, trash can liners and hand soap in addition to all necessary cleaning, sanitizing and disinfectant agent items with proper labels.
- c. Electrical power will be furnished by the District, at existing power outlets. Water will also be made available, as necessary, for services required.

## 2.8 Safety

The safety of the awarded Contractor's personnel, District's employees, and the public are of primary concern. The awarded Contractor(s) shall use due diligence in the performance of all work specified herein and shall perform all such work in accordance with all OSHA standards.

- a. The awarded Contractor must furnish (at awarded Contractor's expense) each of its employees a vendor badge issued by the District Department of Safety and Security. **All of the awarded Contractor's employees engaged in providing the services are required to wear the vendor badge at all times.**
- b. During normal facility/school hours the awarded Contractor personnel **MUST SIGN IN** at the facility/school main office upon arriving and obtain an appropriate visitor's badge/name tag prior to beginning any work. The badge/name tag must be worn by the awarded Contractor's personnel (prominently displayed) at all times while on facility/school property. Prior to departing each day, the awarded Contractor personnel must sign out and return badge/name tag.
- c. All after-hours facility access must be coordinated with the District. All awarded Contractor employees are required to sign in upon entering a building. Detailed check-in and check-out procedures will be determined by each location.
- d. If the awarded Contractor changes or removes an employee from a school or District location the awarded Contractor shall notify the Contract Manager and the school or District location a minimum of forty-eight (48) hours in advance for District security.
- e. The awarded Contractor shall report any defective or broken building equipment, furniture, or fixtures, any unlocked doors, stains not removable by normal cleaning methods, and any unusual events to the onsite supervisor, or the Contract Manager.
- f. Any damage or loss to the facility or the personal property owned by the Department's employees, caused by awarded Contractor's employees, will be the responsibility of the Contractor to repair or replace in a timely fashion, or the Department will perform the repairs and/or deduct the cost for the repair/replacement from the monthly payment due the Contractor. All repairs are subject to the Department's approval.
- g. The awarded Contractor shall be responsible for any loss or theft of any items and equipment, public or private, which are left in the workplace, and whose loss or theft are attributed to the awarded Contractor's, or any of its employees or agents conduct, negligence or inattention.
- h. If District-owned equipment is used, it is the awarded Contractor's responsibility to pay for any repairs, replacement (comparable as agreed to by project manager), or for any damage that is caused to the facility.

## 2.9 Administrative Procedure

The awarded Contractor(s) will provide, as requested by authorized District staff, job estimates or quotes at no charge to the District. The Contractor must respond to project quote requests using the appropriate District approved Supplemental Custodial Quote Form within two (2) business days.

It is the intention of the Board to contract with the most qualified and responsive Contractor at a competitive cost to the Board. At the Board's discretion, competing quotes may be solicited for individual projects. The awarded pricing from this Contract(s) will be the basis for all invoicing/billing for services provided under this Contract. **Contractors may submit quotes for prices lower than the contracted rates but may not exceed the proposed rates.** When requesting a project quote:

- a. The awarded Contractor shall be notified of the project and site location.
- b. When necessary, a mutually agreed upon date and time shall be arranged between the awarded Contractor and District project coordinator responsible for overseeing the project.
- c. After a general overview of the project is given to the Contractor on site or verbally, the awarded Contractor shall prepare a written proposal on the appropriate District Supplemental Custodial Quote Form to include but not limited to:
  - i. A brief description of work assignment to include buildings or areas to be cleaned;
  - ii. The names of all individuals that will be on-site providing services;
  - iii. When appropriate, the total # of labor hours or total square footage estimated for special project-oriented services; and
  - iv. The term of the services to be provided to include beginning and end date.

Upon acceptance of the job estimate the District will issue a purchase order. **At no time should work commence without an authorized purchase order with the exception of a District approved designated emergency.**

If the Contractor does not wish to issue a quote or cannot meet the requirements of the project, the Contractor shall respond in writing with a "No Quote" and provide an explanation as to why they are not submitting a quote. Any Contractor that fails to submit a request for quote successively three (3) times in a row may have their contract cancelled due to non-performance.

## 2.10 Contract Price

Bid prices are "Not to Exceed" (NTE) for the contract period and shall reflect all applicable costs to include labor, supervision, transportation, personal protective equipment and uniforms. NTE pricing allows the awarded Contractor(s) the opportunity to quote individual service requests at a lower rate.

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

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

- a. The District shall provide all consumable products including, but not limited to toilet paper, towels, trash can liners and hand soap in addition to all necessary cleaning, sanitizing and disinfectant agent items with proper labels.
- b. The billable hourly rate shall start upon arrival at the job site and end upon departure from the job site.
- c. Rates shall be provided for:

One (1) Custodian	Per Hour
	Per Month
Two (2) Custodians	Per Hour
	Per Month
Three (3) Custodians	Per Hour
	Per Month
Four (4) Custodians	Per Hour
	Per Month
Five (5) Custodians	Per Hour
	Per Month

- d. A per square foot rate shall be provided for Carpet Deep Cleaning, and Hard Floor Stripping and Waxing as defined in S. 2.6.7 and 2.6.8.
- e. ***Bidders are cautioned that the District will not accept a range on the Price Sheet. Bidder must provide a specific per hour/per month/per square ft. price. Bids received with a price range will be deemed non-responsive.***

## 2.11 Purchase Orders

A purchase order issued by the District purchasing department or from school internal accounts is the only legal authorization for the awarded Contractor(s) to perform services to the District. A commitment, either written or verbal, from district employees without a purchase order issued does not constitute an obligation by the District to a Contractor. Contractors that perform services or provide commodities without a purchase order do so at their own risk and at risk of non-payment. At no time should work commence without an authorized purchase order with the exception of a District approved designated emergency.

**Any changes to the approved scope of services that would result in additional cost to the District MUST BE MADE IN WRITING on the Amendment to Supplemental Custodial Services Quote Form and approved by the District Contract Manager.**

## 2.12 Invoice and Payment

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

- a. The awarded Contractor(s) must have the ability to accept purchase orders and provide itemized invoices.
- b. The invoice must have an acceptable degree of legibility to enable scanning for electronic document filing.
- c. The awarded Contractor(s) is responsible for the distribution and collection of the daily log-in timesheets and must make them immediately available upon request by the District.
- d. The number of hours worked must comply with what has been approved on the Supplemental Custodial Services Quote Form and any subsequent Amendments.
- e. The daily log-in timesheet must be signed by the school/location administrator.
- f. For audit purposes, invoices must match the daily log-in timesheets and the rates awarded under this contract.
- g. Invoices must be sent/emailed to the school/local administrator every month.
- h. Payments will not be issued for services provided in advance of an approved purchase order or any subsequent written Amendment.
- i. All outstanding invoices for the fiscal year must be submitted for payment by June 30th each year.
- j. It is the responsibility of the awarded Contractor(s) to make sure invoices are correct prior to submission to the District for payment.
- k. The awarded Contractor(s) is solely responsible for payment to its employees for services rendered to the District under this contract.
- l. No payment will be made for cancellations due to 'Force Majeure' such as cancellation due to inclement weather.
- m. The District does not pay for sick days, vacation days, personal days, or holidays.
- n. The District will not pay any additional charges including, but not limited to, trip or mileage charges.

## 2.13 Performance Monitoring

The awarded Contractor(s) agree to follow customary/standard industry practice in the performance of all custodial services specified herein. The District reserves the right to periodically conduct Contractor performance reviews as deemed necessary.

The District will have the sole authority to determine whether the Contractor has provided satisfactory services that meet customary/standard industry practice. Should the Contractor fail to adhere to these standards as determined by the District, the District may deem such failure as sufficient cause for default and immediately terminate this Contract.

The District will periodically inspect work completed or in process to ensure compliance with the requirements of this Contract. Should it be found that the requirements specified herein are not being satisfactorily maintained, the awarded Contractor(s) shall be contacted to correct any deficiencies, inconsistencies, or faults immediately at no additional cost to the District. A second deficiency notice shall serve, as notification that any future deficiencies, inconsistencies, or items not meeting specifications contained herein will result in immediate termination of the awarded Contractor's right to proceed further with this Contract. The awarded Contractor and its sureties may be liable to the District for any additional costs incurred by the District to complete the services.

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

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## SECTION 3: Procurement Rules and Information

### 3.1 Contents and Format of Bid Submittals

All Bids must include the following required forms:

- a. Attachment I, Price Sheet.
- b. Attachment II, Bidder Reference Form
- c. Attachment III, Required Provisions Certifications
- d. Attachment IV, Notice of Conflict of Interest
- e. Attachment V, Bidder Contact Information
- f. Attachment VI, Local Preference Affidavit (if applicable)
- g. Attachment VII, Subcontracting Form (if applicable)
- h. Attachment VIII, Drug-Free Workplace Certification (if applicable)
- i. Attachment IX, Certification Regarding Debarment
- j. 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 Basis of Award

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

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

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

### 3.3 Advertising Notice of Board Decision

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

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

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

### **3.4 No Prior Involvement and Conflicts of Interest**

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

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

### **3.5 Confidentiality, Proprietary, or Trade Secret Material**

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

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

### **3.6 Florida Preference**

When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, and then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign

state as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

### **3.7 Small Business Participation**

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

### **3.8 Local Business Preference**

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

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## **SECTION 4: Contract Terms and Conditions**

### **4.1 Contract Modifications**

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

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

### **4.2 Use by Other Public Agencies**

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

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

### **4.3 Travel Expenses**

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

### **4.4 E-Verify**

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

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

### **4.5 Subcontracts**

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this RFP. Anticipated subcontract agreements known at the time of Proposal submission must be identified in the submitted Proposal using Attachment VII,

Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

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

#### **4.6 Background Screening Requirements/Jessica Lunsford Act**

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

##### **District Contact**

Donald Kimbler

Leon County Schools Safety & Security

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

Phone: (850) 487-7293

Email: [kimblerd@leonschools.net](mailto:kimblerd@leonschools.net)

## 4.7 Insurance Requirements

Each respondent will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) professional (c) automobile (d) workers' compensation and (e) cyber liability in the below amounts required by the Risk Management Department and Purchasing Department of the School District of Leon County, Florida. The bidder will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage and annually upon renewal thereafter.

The Bidder agrees that the School Board will make no payments pursuant to the terms of this Contract Agreement until all required proof of evidence of insurance have been provided to the School Board. The bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. The School Board shall be named as an additional insured on the General and Automobile Liability Insurance as evidenced by the endorsement. The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Bidder and/or subcontractor providing such insurance. The School Board must be notified at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

- 4.7.1 Commercial General Liability:** Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.
- 4.7.2 Professional Liability Insurance:** The professional liability insurance shall provide protection from negligent act, errors, and omissions of the Contractor from and in connection with the performance of work under the Contract Agreement. The policy shall provide coverage for the negligent acts or omissions of the Contractor in a minimum amount of \$1,000,000.00 per claim. The policy shall contain a maximum deductible of \$25,000.00 per claim.
- 4.7.3 Automobile Liability Insurance:** The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.
- 4.7.4 Workers' Compensation Insurance:** The workers' compensation insurance will be maintained as required by applicable Florida law, to include Employer's Liability of \$1,000,000.00 per accident bodily injury, \$1,000,000.00 bodily injury (disease) per employee and \$1,000,000.00 bodily injury (disease) policy limit. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board.
  - 4.7.4.1** Requirements for the Contractor that qualifies for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:
    - i. Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they

and/or their employees are injured while providing goods and/or services to the School Board.

- ii. Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.
- iii. The Bidder shall carry Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. In addition, the bidder shall either cover any and all subconsultants, separate consultants, and subcontractors on its policies or make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors shall maintain the insurance coverages outlined above and must incorporate all of the provisions of this Section, Insurance Requirements into all subcontracts.

**4.7.5 Cyber Liability Insurance:** Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.

**4.7.5.1** Information Security Incident Response. In the event that Contractor becomes aware of an Information Security Incident, Contractor shall:

- i. Promptly notify School District, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
- ii. Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
- iii. Provide periodic updates of any ongoing investigation to School District;
- iv. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within Contractor's or any of its affiliates or subcontractor's control;
- v. Provide:
  - a. Notification to potentially affected persons;
  - b. Credit monitoring services;
  - c. Identification protection services;
  - d. Establish and operate a call center;
  - e. Notification to any and all regulatory authorities; and
  - f. Other functions, services, or penalties as may be required by law.
- vi. Should it be determined that such Information Security Incident was the responsibility of School District, School District shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.

- 4.7.5.2** Both Contractor and School District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all School District Data in Contractor or any of its affiliates or subcontractor's control.
- 4.7.5.3** Both Contractor and School District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all School District Data in Contractor or any of its affiliates or subcontractor's control.
- 4.7.5.4** The Contractor will defend, indemnify, and hold harmless School District and School District's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

## **4.8 Copyrights, Right to Data, Patents, and Royalties**

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

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

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

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

## **4.9 Independent Contractor Status**

The Contractor shall be considered an independent contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by

which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

#### **4.10 Contact with Students**

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

#### **4.11 Assignment**

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

#### **4.12 Force Majeure**

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

#### **4.13 Severability**

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

#### **4.14 Reservation of Rights**

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

#### **4.15 Americans with Disabilities Act**

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

#### **4.16 Employment of District Personnel**

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

#### **4.17 Legal Requirements**

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Proposals received in response to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Proposal hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### **4.18 Conflict of Law and Controlling Provisions**

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

#### **4.19 Default**

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

#### **4.20 Termination**

##### **4.20.1 Termination at Will**

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

##### **4.20.2 Termination for Cause**

Performance issues will be handled per Section 2.103 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

##### **4.20.3 Termination for Unauthorized Employment**

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

##### **4.20.4 Termination for Lack of Funds**

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

delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

#### **4.20.5 Contract Termination Requirements**

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

### **4.21 Public Records**

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT [jerniganj@leonschools.net](mailto: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 No Waiver of Sovereign Immunity**

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

## **4.24 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.

## **4.25 Federal Terms and Conditions**

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

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

Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.

- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the definition of “funding agreement” under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business Contractor or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
  - 1. The prospective lower tier participant certifies, by submission and signature of this Proposal, that neither it nor its principals, its agents, or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
  - 1. The Contractor certifies, by submission and signature of their Proposal, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  - 2. Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of Recovered Materials (2 CFR §200.322): A 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. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**I. Domestic Preferences for Procurements (§ 200.322):**

- 1.** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminium, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
- 2.** For purposes of this section:
  - i.** “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii.** “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminium; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**m. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216)**

- 1.** Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
  - i.** Procure or obtain;
  - ii.** Extend or renew a contract to procure or obtain; or;
  - iii.** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - a.** For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - b.** Telecommunications or video surveillance services are provided by such entities or using such equipment.
    - c.** Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- n. 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.

#### **4.26 Anti-Discrimination**

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

#### **4.27 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.

#### **4.28 Public Entity Crime & Convicted Vendor List**

Per the provisions of 287.133 (2)(a), F.S. "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

#### **4.29 Scrutinized Companies Certification**

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

Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Proposer agrees the Board may immediately terminate the Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Proposal for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

#### **4.30 Contracting with Entities of Foreign Countries**

By signing this Contract, the Awarded Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

#### **4.31 Vendor Interests**

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

***[The remainder of this page is purposefully blank.]***

## SECTION 5: Definitions

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

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

## Attachment I Price Sheet

### ITB No. 1001-2026 Supplemental Custodial Services District-Wide

*Bids received with a price range will be deemed non-responsive.*

Description			
1.	One (1) Custodian	Per Hour	\$
		Per Month	\$
2.	Two (2) Custodians	Per Hour	\$
		Per Month	\$
3.	Three (3) Custodians	Per Hour	\$
		Per Month	\$
4.	Four (4) Custodians	Per Hour	\$
		Per Month	\$
5.	Five (5) Custodians	Per Hour	\$
		Per Month	\$
Additional Services			
6.	Carpet Deep Cleaning as defined in Section 2.5.7	\$	Per sq. ft.
7.	Hard Floor Stripping and Waxing as defined in Section 2.5.8	\$	Per sq. ft.

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

## Attachment II

### Bidder's Reference Form

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

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On the following pages, the Bidder shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Bidder has provided services of similar scope and size to the services identified in the ITB.

**Current or former Leon County School Board employees may not be used for more than one reference.**

The same reference may not be listed for more than one (1) organization, and confidential references shall not be included. In the event the Bidder has had a name change since the time work was performed for a listed reference, the name under which the Bidder operated at that time must be provided in the space provided for the Bidder's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2025. References shall not be given by:

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

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



## Bidder's Reference Form

### Reference #1

Bidder Name \_\_\_\_\_

Reference Company Name: \_\_\_\_\_

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

Contact Person \_\_\_\_\_

Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact Email \_\_\_\_\_

Performance Period \_\_\_\_\_

Brief description of the services performed for this reference

Overall contract performance      ☐ Poor      ☐ Fair      ☐ Adequate      ☐ Good      ☐ Excellent

Would you contract with this vendor again?      ☐ Yes      ☐ No

\_\_\_\_\_  
Primary Reference Contact Signature

\_\_\_\_\_  
Date

## Bidder's Reference Form

### Reference #2

Bidder Name \_\_\_\_\_

Reference Company Name: \_\_\_\_\_

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

Contact Person \_\_\_\_\_

Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact Email \_\_\_\_\_

Performance Period \_\_\_\_\_

Brief description of the services performed for this reference

Overall contract performance      ☐ Poor      ☐ Fair      ☐ Adequate      ☐ Good      ☐ Excellent

Would you contract with this vendor again?      ☐ Yes      ☐ No

\_\_\_\_\_  
Primary Reference Contact Signature

\_\_\_\_\_  
Date

## Bidder's Reference Form

### Reference #3

Bidder Name \_\_\_\_\_

Reference Company Name: \_\_\_\_\_

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

Contact Person \_\_\_\_\_

Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact Email \_\_\_\_\_

Performance Period \_\_\_\_\_

Brief description of the services performed for this reference

Overall contract performance      ☐ Poor      ☐ Fair      ☐ Adequate      ☐ Good      ☐ Excellent

Would you contract with this vendor again?      ☐ Yes      ☐ No

\_\_\_\_\_  
Primary Reference Contact Signature

\_\_\_\_\_  
Date

## Attachment III

### Required Provisions Certifications

**1. Business/Corporate Experience**

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

**2. Prime Vendor**

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

**3. Meets Legal Requirements**

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

**4. Business Licensing and Financial Issues**

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

**5. Federal Debarment**

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

**6. Conflict of Interest**

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

**7. Statement of No Inducement**

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

**8. Statement of Non-Disclosure**

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

**9. Statement of Non-Collusion**

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

## 10. Scrutinized Companies Certification

The Bidder 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 Bidder 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 Bidder agrees the District may immediately terminate the resulting Contract for cause if the Bidder is found to have submitted a

false certification or if the Bidder 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 are engaged in a boycott of Israel or have engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or Bid 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 Bidder and acknowledges and affirms the statements above.**

\_\_\_\_\_  
*Authorized Representative (Print)*

\_\_\_\_\_  
*Authorized Representative (Signature)*

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, by \_\_\_\_\_ (name of

authorized representative) as \_\_\_\_\_ (position title for

authorized representative) as \_\_\_\_\_ (position title) for

\_\_\_\_\_  
(Vendor Name).

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)

Personally Known \_\_\_\_\_ Or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

**Attachment IV**  
**Notice of Conflict of Interest**

(Bidders shall complete either Section 1 or Section 2)

Company Name: \_\_\_\_\_

Solicitation Number: ITB 1001-2026

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

**Section 1**

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

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Authorized Representative (Printed)

**Section 2**

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

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

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Date

## Attachment V Bidder Contact Information

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

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

<b>Company Name</b>	<b>Authorized Representative (Signature)</b>	<b>Date</b>
<b>FEIN#</b>	<b>Authorized Representative (Print)</b>	

## Attachment VI Local Preference Affidavit

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

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

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

Bidder Name: \_\_\_\_\_

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

County: \_\_\_\_\_ Phone of Local Location: \_\_\_\_\_

Phone of Local Location: \_\_\_\_\_ Length of Time at this Location: \_\_\_\_\_

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

\_\_\_\_\_  
*Authorized Representative (Print)*

\_\_\_\_\_  
*Authorized Representative (Signature)*

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, by \_\_\_\_\_ (name of

authorized representative) as \_\_\_\_\_ (position title for

authorized representative) as \_\_\_\_\_ (position title) for

\_\_\_\_\_  
(Vendor Name).

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ Or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_



## Attachment VII Subcontracting Form

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

**Complete a separate sheet for each subcontractor.**

Prime Bidder Name: \_\_\_\_\_

Type/Description of Goods or Service Subcontractor will provide: \_\_\_\_\_

Subcontractor Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

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

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

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

Local Bidder per Board Policy 6450? \_\_\_\_\_

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

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## Attachment VIII Drug-Free Workplace Certification

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

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

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, a plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes sanctions on or requires satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 thru 5.

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

Authorized Officer (Printed Name) \_\_\_\_\_

Authorized Officer (Signature) \_\_\_\_\_

Date \_\_\_\_\_

## Attachment 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 Bid, that neither it nor its principals are 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 Bid.

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

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

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

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

**Instructions for Certification**

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

**Attachment X**  
**Certification Regarding Lobbying**  
**For Contracts, Grants, and Cooperative Agreements**

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

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

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

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

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

For: \_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Title of Grant Program

### Disclosure of Lobbying Activities

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

**1. Type of Federal Action**

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

**2. Status of Federal Action**

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

**3. Report Type**

- \_\_\_\_\_ a. Initial filing  
\_\_\_\_\_ b. Material changes

For a material change only:

Year: \_\_\_\_\_ Quarter: \_\_\_\_\_

Date of last report: \_\_\_\_\_

**4. Name and Address of Reporting Entity**

\_\_\_\_\_ Prime \_\_\_\_\_ Subawardee \_\_\_\_\_ Tier (if known)

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

Enter Name, and Address of the Prime

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Congressional District (if known) \_\_\_\_\_

Congressional District (if known) \_\_\_\_\_

**6. Federal Department/Agency:**

\_\_\_\_\_

**7. Federal Program Name/Description:**

\_\_\_\_\_ CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number (if known)**

\_\_\_\_\_

**9. Award Amount (if known)**

\_\_\_\_\_

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

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

**10. (b.) Individuals Performing Services**

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

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

## Exhibit A Schedule of Duties

Restrooms, Including Public Restrooms, Private Restrooms, Showers and Locker Rooms	Daily	Weekly	Monthly
Floors shall be swept/vacuumed and damp mopped/scrubbed with approved germicidal detergent. Set up wet floor signs. Mop and bucket shall be cleaned after each restroom.	X		
Water closets, seats, urinals, handrails and partition doors and door handles shall be washed and disinfected inside and outside. Seats shall be cleaned on both sides and left in a raised position.	X		
Partition tops shall be dusted.	X		
Partition walls shall be spot clean with a detergent disinfectant solution.	X		
All wash basins, sinks and chrome fixture shall be thoroughly cleaned with a non-abrasive cleaner and disinfectant.	X		
Doorknob, light switches, push plates shall be cleaned with a germicidal disinfectant.	X		
Bright metal parts of all fixtures to be polished.	X		
Mirrors, shelving, and piping shall be cleaned and polished dry.	X		
Hand towel and soap dispensers to be cleaned and replenished.	X		
Empty all trash containers and replace liners. Spot clean to remove smudges.	X		
Walls: spot clean to remove soap splashes, fingerprints/smudges.	X		
Sanitary napkin receptacles shall be emptied, cleaned, disinfected, properly dried and provided with a new liner daily.	X		
Paper towels, hand soap and toilet paper dispensers shall be filled as needed *.	X		
Tile walls to be cleaned and disinfected		X	
Dust all ceiling vents and ledges that can be reached from the floor.		X	
Floor drains: add water and enzymes.			X
<p>* All dispensers including paper towel, toilet paper, and soap shall be filled with an adequate supply so that the dispenser will not become empty prior to the next service day. Any paper towel rolls with less than 2" of paper product will be replaced at time of service. Toilet paper dispensers will have minimum of 2 rolls of paper in each large roll dispenser. Single small roll dispensers will have a full roll along with a spare at each location. Partial/leftover rolls of toilet paper may be left on top of dispensers once dispenser has been filled.</p> <p>Broken dispensers or fixtures shall be immediately reported to the LCS Contract Manager of school/facility.</p>			



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

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

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

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

**Exhibit B**  
**SAMPLE FORM**  
**SUPPLEMENTAL CUSTODIAL SERVICES QUOTE FORM**  
**ONGOING SERVICES**

**The Contractor shall provide no services until the Board obtains and verifies the required clearance and the Board issues a Purchase Order. Any Contractor that fails to comply with these requirements will be found in default of their Contract. Contract cancellation will be at the sole discretion of the District.**

Quote Date: \_\_\_\_\_ DTC # \_\_\_\_\_ Site: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Dates of Service Beginning Date: \_\_\_\_\_ End Date: \_\_\_\_\_

List description of buildings or areas to be cleaned below. The standard schedule of duties is attached (Exhibit A).

--

Total # of Custodians \_\_\_\_\_

Choose Hourly **or** Monthly Rate  
☐ Hourly Rate \_\_\_\_\_  
☐ Monthly Rate \_\_\_\_\_

All Contractor Staff providing services on-site at a Board location must obtain a Level II background check through the LCS Safety & Security Fingerprint Office at the Contractor's expense.

All Contractor Staff providing services must be listed on the following page and are the only individuals authorized to perform services at this LCS Site. The Contractor must send any request for revisions to the below-listed contractor staff to the Board's purchasing office at: [purchasing@leonschools.net](mailto:purchasing@leonschools.net) and must receive written authorization before any change can be made to the listed individuals below.

\_\_\_\_\_  
*Contractor's Signature*

\_\_\_\_\_  
*Site Administrator's Signature*

**SAMPLE FORM**

**SUPPLEMENTAL CUSTODIAL SERVICES CONTRACTOR STAFF VERIFICATION**

Contractor Name: \_\_\_\_\_ LCS Site: \_\_\_\_\_

**ASSIGNED STAFF:**

1	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	Work Schedule: Start Time: _____ O AM / O PM End Time: _____ O AM / O PM				
2	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	Work Schedule: Start Time: _____ O AM / O PM End Time: _____ O AM / O PM				
3	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	Work Schedule: Start Time: _____ O AM / O PM End Time: _____ O AM / O PM				
4	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	Work Schedule: Start Time: _____ O AM / O PM End Time: _____ O AM / O PM				
5	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	Work Schedule: Start Time: _____ O AM / O PM End Time: _____ O AM / O PM				

**ALTERNATE STAFF:**

1	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	Work Schedule: Start Time: _____ O AM / O PM End Time: _____ O AM / O PM				
2	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	Work Schedule: Start Time: _____ O AM / O PM End Time: _____ O AM / O PM				
3	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	Work Schedule: Start Time: _____ O AM / O PM End Time: _____ O AM / O PM				

**SAMPLE FORM**  
**SUPPLEMENTAL CUSTODIAL SERVICES SPECIAL QUOTE FORM**  
**SPECIAL PROJECTS**

The Contractor shall provide no services until the Board obtains and verifies the required clearance and the Board issues a Purchase Order. Any Contractor that fails to comply with these requirements will be found in default of their Contract. Contract cancellation will be at the sole discretion of the District.

Quote Date: \_\_\_\_\_ DTC # \_\_\_\_\_ Site: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Dates of Service Beginning Date: \_\_\_\_\_ End Date: \_\_\_\_\_

List description of buildings or areas to be cleaned below.

Total # of Custodians \_\_\_\_\_ Fixed Rate: \_\_\_\_\_

Type of Service (choose one): ☐ Hard Floor Stripping and Waxing total sq. ft. \_\_\_\_\_

☐ Carpet Deep Cleaning total sq. ft. \_\_\_\_\_

Fixed Rate \$ \_\_\_\_\_ per sq. ft. X \_\_\_\_\_ total sq ft = Total Project Cost \$ \_\_\_\_\_

***All invoices must be submitted after services have been provided with non-recurring/unique invoice numbers.***

Invoices based on hourly rates shall include timesheets containing the dates and hours worked and any other documentation supporting the hours billed (such as sign-in and out sheets). The invoice or supporting documentation (such as timesheets) must be signed by the Board's on-site personnel (Administrator, Principal, Assistant Principal, Teacher, or School Office Staff) with direct knowledge of whether services were delivered. Invoices for fixed fees shall include details of the services performed and any supporting documentation

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Site Administrator's Signature

**SAMPLE FORM**

**SUPPLEMENTAL CUSTODIAL SERVICES CONTRACTOR STAFF VERIFICATION**

**Contractor Name:** \_\_\_\_\_ **LCS Site:** \_\_\_\_\_

All Contractor Staff providing services on-site at a Board location must obtain a Level II background check through the LCS Safety & Security Fingerprint Office at the Contractor's expense.

All Contractor Staff providing services must be listed below and are the only individuals authorized to perform services at this LCS Site. The Contractor must send any request for revisions to the below-listed contractor staff to the Board's purchasing office at: [purchasing@leonschools.net](mailto:purchasing@leonschools.net) and must receive written authorization before any change can be made to the listed individuals below

**ASSIGNED STAFF:**

1	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	<b>Work Schedule:</b> Start Time: _____ <input type="radio"/> AM / <input type="radio"/> PM End Time: _____ <input type="radio"/> AM / <input type="radio"/> PM				
2	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	<b>Work Schedule:</b> Start Time: _____ <input type="radio"/> AM / <input type="radio"/> PM End Time: _____ <input type="radio"/> AM / <input type="radio"/> PM				
3	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	<b>Work Schedule:</b> Start Time: _____ <input type="radio"/> AM / <input type="radio"/> PM End Time: _____ <input type="radio"/> AM / <input type="radio"/> PM				
4	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	<b>Work Schedule:</b> Start Time: _____ <input type="radio"/> AM / <input type="radio"/> PM End Time: _____ <input type="radio"/> AM / <input type="radio"/> PM				
5	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	<b>Work Schedule:</b> Start Time: _____ <input type="radio"/> AM / <input type="radio"/> PM End Time: _____ <input type="radio"/> AM / <input type="radio"/> PM				

**ALTERNATE STAFF:**

1	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	<b>Work Schedule:</b> Start Time: _____ <input type="radio"/> AM / <input type="radio"/> PM End Time: _____ <input type="radio"/> AM / <input type="radio"/> PM				
2	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
	<b>Work Schedule:</b> Start Time: _____ <input type="radio"/> AM / <input type="radio"/> PM End Time: _____ <input type="radio"/> AM / <input type="radio"/> PM				



# Addendum #001

## Invitation to Bid (ITB) 1001-2026

### Supplemental Custodial Services

**Date:** April 23, 2025

**Solicitation:** ITB 1001-2026 Supplemental Custodial Services

**Bid Opening:** May 1, 2025, 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.

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

Question	Answer
1. Why has the format of the pricing sheet changed to a per custodian pricing versus the previous format that included square footage unit pricing?	The District prefers an hourly/monthly rate for concise audit purposes.
2. Will the contractor be setting the number of staff utilized to provide services or will the county / individual schools be deciding the number of hours and staff members needed?	The number of staff to be assigned for the project or ongoing services will be agreed upon by the school or District administrator and the awarded Contractor.
3. Will the custodial staffing be capped at 5 custodians?  What if the contractor determines that the scope of work requires more than 5 staff members?	Staffing requirements will not be capped at five (5) custodians. The Price Sheet contemplates an hourly rate for one (1) additional custodian as needed.  Please see the answer to Question #2.
4. Will each of the custodians be required to clock in and clock out daily? If so, what is the method that Leon County Schools / the individual schools will use to track/log hours?	The Contractor will be responsible for the distribution and collection of the daily timesheets and must make them immediately available upon request by the District.  The Contractor will be responsible for establishing the method of completing and authorizing timesheets with the school/District administrator when the project or services are assigned and a purchase order is issued.
5. Will the purchasing department or the principals at each school be making the decision on the awarded contract?	District schools and departments have site-based decision-making authority to choose their Contractor.
6. What will be considered add-ons?	Add-on charges are any charges above the hourly/monthly, and square footage firm rates bid on the Attachment I, Price Sheet.

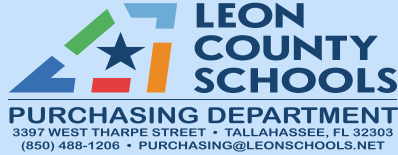
Question	Answer
7. Is stripping and waxing or carpet cleaning considered add-ons?	Please see the answer to Question #6.
8. 4.20 Termination at Will. Can vendors have some input or add to this clause in the ITB/Contract?	The District will not consider alternate contract termination clauses.
9. Will you be forming a list of vendors from this ITB?	The intent of the ITB is to establish a pool of qualified custodial vendors.
10. If there is a list, how and what determines if a vendor makes the list?	The District, at its discretion, will determine the size of the vendor pool and will award contracts that are in the best interest of the District.
11. Will all vendors that apply to the ITB make the list?	Please see the answer to Question #10.
12. What criteria will be used to award a contract?	Please see the answer to Question #10.
13. Will a key to the supply closet be provided to the cleaning company if they are responsible for stocking?	Any required access granted will vary by site and be determined by the site Administrator.
14. How will vendor's names get sent out to prospective schools? Will a list be sent to the schools with all vendors info on it or will purchasing determine which vendors get sent out?	The Purchasing Department will provide a list of all awarded Contractors to the schools and departments after Board approval.
15. Will contracted custodial services for all Leon County Schools be serviced under this ITB? If not, why not?	This ITB contemplates supplemental custodial services as needed. The District reserves the right to perform or cause to be performed custodial services in any manner it sees fit, including the awarding of other contracts.
16. Which schools will fall under this ITB for contracted custodial services?	The ITB contemplates services on an as-needed basis districtwide. Schools and departments establish needs annually based on budget allocations.
17. Are we paying for background checks again if they are not a year old.	Level II background clearances are generally valid for five (5) years.
18. What is the current contract price being paid today?	See Exhibit A of this Addendum.
19. When we perform a strip & wax, who would be responsible for moving furniture?	The Contractor will be responsible for moving the furniture and other equipment. Site staff may assist with coordinating as needed.



Question	Answer
20. How many hours per day will a custodian be scheduled to work?	Custodial requirements will vary by site/project.
21. Who is the current contractor? Why was the last contract canceled and sent out for rebid?	<p>Current awarded Contractors are Ann &amp; Abe Nicholson Cleaning; Brian D Smith Cleaning; Clean Space Inc.; Dynamic Duel Services; J&amp;M Janitorial Services; Katina's Janitorial LLC; Michael &amp; Emma Jones LLC; Southern Cleaning Service, Inc.; Tracy &amp; Company; Tri Building Services, Inc.; TruWaste Cleaning Solutions; and, Williams Quality Cleaning.</p> <p>The District is re-soliciting these services to restructure the pricing format.</p>
22. What is your budget?	Budgets will vary by site/project.
23. Will there be background requirements? If so, what is the level of background check required?	Yes, please refer to Section 4.6 of the ITB.
24. Anticipated start date of service?	Services will be on an as-needed basis.
25. How much work will there be for the chosen vendor?	The District does not guarantee any awarded Contractor a specific volume of work.
26. Is this a single award or multi-award contact?	Please see the answer to Question #9.
27. Does the scope of work include pressure washing services?	The ITB does not contemplate pressure-washing services.
28. Which schools, and how many locations are included in the contract?	Please see the answer to Question #16.
29. What is the expected response time for emergency or same-day service requests?	In the event of a designated emergency, the awarded Contractor(s) must be able to respond to an emergency call within four (4) hours.
30. Are background checks or fingerprinting required?	Please see the answer to Question #23.
31. Is this a prevailing wage contract, or subject to Davis-Bacon wages?	These services do not fall under the Davis-Bacon Act.

Question	Answer
32. What is the invoicing schedule and payment terms?	Please refer to Section 2.12 of the ITB.
33. Is there a preference for local minority, woman-owned, or DBE certified businesses?	The District will apply a preference to Vendors as indicated in Sections 3.6, 3.7, and 3.8 of the ITB.
34. What insurance and bonding requirements are needed?	Please refer to Section 4.7 of the ITB. There are no bonding requirements.
35. How is performance evaluated, and by whom?	Please refer to Section 2.13 of the ITB. On-site or District-level staff may participate in performance monitoring.
36. Is there an escalation clause for wages, fuel, or materials?	Please refer to Section 4.1 of the ITB.
37. Do you have a budget for the project?	Please see the answer to Question #22.
38. Is there a wage requirement?	The awarded Contractor is solely responsible for payment to its employees for services rendered to the District under this contract.
39. Who is the incumbent?	Please see the answer to Question #21.
40. Can you please provide the current contract/ pricing for the incumbent?	Please see the answer to Question #18.
41. Bond requirements?	Please see the answer to Question #34.
42. Expected contract start?	The District anticipates a contract inception date of June 1, 2025 after Board approval.
43. Will you be providing a sales tax exemption?	The District's sale tax exemption status is not transferable to the awarded Contractor(s).
44. Are there any locked storage locations on site that we can utilize for servicing each location?	Storage closet availability will vary by site.
45. Are there any meetings being required in the whole duration of the project? If so, how often?	On-site meetings will occur frequently and vary by site, project, and need.

# Exhibit A



## ITB 2413-2025 Supplemental Custodial Services Awarded Contractors and Not to Exceed (NTE) Pricing

Contractor	Ann & Abe Nicholson Cleaning Services, Inc. DTC # 25-1008	Brian D. Smith Cleaning Service DTC # 25-1009	Clean Space, Inc. DTC # 25-1010	Dynamic Duel Cleaning Services DTC # 25-1012	J&M Janitorial Services of Tallahassee DTC # 25-1013	Katina's Janitorial & Cleaning Services DTC # 25-1014
Contact Name	Patricia Nicholson	Carlette Smith	Matt Giunco	Migonette Williams Mitchell	Juanita Webster	Katina Glasco
Contact E-Mail	(850)901-4161	(850)566-3911/(850)322-4508	(800)499-0116/(954)880-5188	(850)591-2094/(850)901-3525	(850)815-5552	(850)210-3995
Contact Phone	<a href="mailto:aancs7@yahoo.com">aancs7@yahoo.com</a>	<a href="mailto:smithservicecleaning@yahoo.com">smithservicecleaning@yahoo.com</a>	<a href="mailto:mg@cleanspaceonline.com">mg@cleanspaceonline.com</a>	<a href="mailto:migonettewilliamsdd@gmail.com">migonettewilliamsdd@gmail.com</a>	<a href="mailto:jmjanitorial10@gmail.com">jmjanitorial10@gmail.com</a>	<a href="mailto:info@katinasjanitorialandcleaning.com">info@katinasjanitorialandcleaning.com</a>
<b>Daily Price/Per Sq. Ft.</b>						
< 10,000 Sq. Ft.	\$0.17	\$0.12	\$0.13	\$0.50	\$0.43	\$195.00
10,000 to 49,999 Sq. Ft.	\$0.19	\$0.12 - \$0.15	\$0.13	\$1.00	\$0.40	\$400.00
50,000 to 100,000 Sq. Ft.	\$0.30	\$0.15 - \$0.17	\$0.13	\$1.50	\$0.38	\$620.00
> 100,000 Sq. Ft.	\$0.41	\$0.17	\$0.13	\$2.00	\$0.32	\$750.00
<b>Monthly Price/Per Sq. Ft.</b>						
< 10,000 Sq. Ft.	\$0.17	\$3.60	\$1,300.00	\$1.10	\$2,250. - \$3,200.	\$4,485.00
10,000 to 49,999 Sq. Ft.	\$0.19	\$3.60 - \$4.50	\$6,499.87	\$1.15	\$3,200. - \$4,200.	\$9,200.00
50,000 to 100,000 Sq. Ft.	\$0.30	\$4.50 - \$5.10	\$13,000.00	\$1.20	\$3,020. - \$4,875.	\$14,260.00
> 100,000 Sq. Ft.	\$0.41	\$5.10	\$13,000.00 +	\$1.25	\$4,121. - \$5,900.	\$17,250.00
Floor Stripping/Waxing Per Sq. Ft.	\$0.99	\$0.65	\$0.70	\$1.10	\$0.13	\$0.38
Supplemental Custodian Rate/Hour	\$21.50	\$25.00	\$25.00	\$15.00	\$24.00	\$45.00
% Materials Mark-Up for One-Time Projects	20%	12%	0%	20%	20%	10%
Contractor	Michael and Emma James Janitorial Services, LLC DTC # 25-1015	Southern Cleaning Service, Inc. DTC # 25-1016	Tracy & Company DTC # 25-1017	Tri Building Services, Inc. DTC # 25-1018	Truwaste Cleaning Solutions DTC # 25-1019	Williams Quality Cleaning DTC # 25-1020
Contact Name	Michael & Emma Jones	Martin Suto	Tracy Mathis	William Choi	Mario Francis	Darryl Williams
Contact E-Mail	(850)942-4769/(850)228-1755	(904)553-2445	(850)815-0633	(850)901-4070	(850)322-8681	(850)766-3948
Contact Phone	<a href="mailto:jonesnwm@aol.com">jonesnwm@aol.com</a>	<a href="mailto:msuto@scsione.com">msuto@scsione.com</a>	<a href="mailto:elainemathis711@yahoo.com">elainemathis711@yahoo.com</a>	<a href="mailto:tribuildingservice@gmail.com">tribuildingservice@gmail.com</a>	<a href="mailto:truwastesolutions@gmail.com">truwastesolutions@gmail.com</a>	<a href="mailto:willdrryl@aol.com">willdrryl@aol.com</a>
<b>Daily Price/Per Sq. Ft.</b>						
< 10,000 Sq. Ft.	\$0.0096	\$2.50	\$0.25	\$0.0119	\$0.38	\$0.40
10,000 to 49,999 Sq. Ft.	\$0.00384	\$1.20	\$0.15 - \$0.25	\$0.0095	\$0.31	\$0.30
50,000 to 100,000 Sq. Ft.	\$0.00384	\$0.006	\$0.12 - \$0.15	\$0.0081	\$0.22	\$0.20
> 100,000 Sq. Ft.	\$0.0050	\$0.005	\$0.12	\$0.0076	\$0.13	\$0.15
<b>Monthly Price/Per Sq. Ft.</b>						
< 10,000 Sq. Ft.	\$0.192	\$0.475	\$7.50	\$0.25	\$1,000 - \$5,800.	\$1,000. - \$5,500.
10,000 to 49,999 Sq. Ft.	\$0.0768	\$0.228	\$4.50 - \$7.50	\$0.20	\$2,900. - \$16,000.	\$3,000. - \$14,999.70
50,000 to 100,000 Sq. Ft.	\$0.0768	\$0.114	\$3.60 - \$4.50	\$0.17	\$10,500. - \$18,000.	\$10,000 - \$20,000
> 100,000 Sq. Ft.	\$0.100	\$0.095	\$4.50	\$0.16	\$15,200 +	\$15,150.00 +
Floor Stripping/Waxing Per Sq. Ft.	\$0.50	\$0.30	No Bid	\$0.27	\$0.55 - \$0.80	\$0.60 - \$0.85
Supplemental Custodian Rate/Hour	\$12.00	\$30.00	\$30.00	\$18.00	\$29.00	\$30.00
% Materials Mark-Up for One-Time Projects	10%	18%	12%	13%	50%	50%

# Exhibit B

## Attachment I Price Sheet

### ITB No. 1001-2026 Supplemental Custodial Services District-Wide

*Bids received with a price range will be deemed non-responsive.*

Description			
1.	One (1) Custodian	Per Hour	\$25.00
		Per Month	\$ 4,000.00
2.	Two (2) Custodians	Per Hour	\$ 50.00
		Per Month	\$ 8,000.00
3.	Three (3) Custodians	Per Hour	\$ 65.00
		Per Month	\$ 10,400.00
4.	Four (4) Custodians	Per Hour	\$65.00
		Per Month	\$ 10,400.00
5.	Five (5) Custodians	Per Hour	\$ 66.00
		Per Month	\$ 10,560.00
Additional Services			
6.	Carpet Deep Cleaning as defined in Section 2.5.7		\$ 0.09 Per sq. ft.
7.	Hard Floor Stripping and Waxing as defined in Section 2.5.8		\$0.35 Per sq. ft.

Contractors Enterprises Inc

721494295

Company Name

FEIN

Nicoliss Johnson

CEO

Authorized Representative Name (Printed)

Authorized Representative Title



4/25/2025

Authorized Representative Signature

Date