



**School Board of Leon County, Florida
District Term Contract
DTC-23-1001**

Gutter Cleaning, Maintenance, and Repair 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 Parker and Son's Lawncare, LLC, 204 Emmett Whaley Road, Crawfordville, FL 32327 (Contractor). The District and Contractor are collectively referred to herein as "Parties," and individually as a "Party." All capitalized terms shall have the meaning assigned to them in the Contract, unless otherwise defined here.

The Contractor responded to the District's Invitation to Bid, No: ITB 5685-2023, Gutter Cleaning, Maintenance, and Repair Services. The District has accepted the Contractor's Proposal and enters into this Contract in accordance with the terms and conditions of ITB 5685-2023, Gutter Cleaning, Maintenance, and Repair Services.

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

I. Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined in ITB 5685-2023, Gutter Cleaning, Maintenance, and Repair Services, and all Addenda which are referenced and incorporated herein. This Contract serves as a master agreement, with individual purchases being made via purchase orders (POs).

II. Contract Term

The initial term of Contract is for three (3) years. The initial Contract term shall begin on August 9, 2022, or on the last date in which it is signed by all Parties, whichever is later.

III. Renewal Terms

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

IV. Contract

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

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

- a) Exhibit A: ITB 5685-2023, Gutter Cleaning, Maintenance, and Repair Services; and
- b) Exhibit B: Contractor's pricing for ITB 5685-2023.

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

- a) The District Term Contract;
- b) The District's ITB 5685-2023, Gutter Cleaning, Maintenance, and Repair Services. and all Addenda; and
- c) Exhibit B: Contractor's pricing for ITB 5685-2023.

V. Amendments

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

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

VI. Contract Notices

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

VII. Contract Management

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

Contract Administrator
Office of Business Services
Leon County Schools
3397 West Tharpe Street
Tallahassee, FL 32303
Telephone (850) 488-1206

The District's Contract Manager is:

Ryan Peck
LCSB Maintenance Department
3420 W. Tharpe St.
Tallahassee, FL 32303
850-617-1818
Email: peckr@leonschools.net

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

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

Primary Contact:

James Parker
President
Parker and Son's Lawncare, LLC
204 Emmett Whaley Road
Crawfordville, FL 32327
Telephone: (850) 544-4806
Email: jamesparker12@gmail.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.

VIII. Termination

A. Termination for Convenience

This Contract may be terminated by either Party at will upon no less than 30 calendar days' written notice, unless a shorter period of time is mutually agreed upon by both Parties. The Board's sole obligation shall be to reimburse the Contractor for those goods or services shipped and accepted by the Board up to the date of termination, and costs incurred by the Contractor for unfinished goods, which are specifically manufactured for the Board and which are not standard products of the Contractor, as of the date of termination. In no event shall the Board be responsible for the loss of anticipated profit. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in person with proof of delivery.

B. Termination for Cause

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

C. Termination for Unauthorized Employment

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

IX. Assignment

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

X. Subcontracts

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

It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

XI. Price Adjustments

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all 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.

XII. Additions/Deletions

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

XIII. Other Conditions

A. Public Records

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or

confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made, or received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

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

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

B. Disputes

Any dispute concerning performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Chief Financial Officer (CFO), or designee. The District's CFO, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Contract Managers and the District's Contract Administrator.

C. Notices

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

D. Insurance

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

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

E. Employee Status

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

F. Force Majeure

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

G. Available Funding

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

H. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, (not including renewal years), the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services, of any amount, must certify that the company is not participating in a boycott of Israel.

CONTRACTOR:
PARKER AND SON'S LAWN CARE, LLC



Authorized Signature

James Parker
Printed Name


President
Title

8-16-2022
Date

SCHOOL BOARD OF LEON COUNTY, FL


Darryl Jones, Board Chair

08/12/22
Date


Rocky Hanna, Superintendent

8/15/22
Date

Invitation to Bid (ITB)



Gutter Cleaning, Maintenance, and Repair Services ITB 5685-2023

ITB Released: May 19, 2022

Deadline for Questions*: May 27, 2022

Bids Due*: 2:00 p.m. on June 7, 2022

June Kail
Procurement Officer
Leon County Schools
Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303

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

ITB Timeline

Steps in the ITB process	Date and Time	Location (if applicable)
Release of ITB	May 19, 2022	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
Written Questions Due	May 27, 2022	Submit to: June Kail, Procurement Officer Subject: ITB 5685-2023 Gutter Cleaning, Maintenance, and Repair Services Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	June 2, 2022	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
Sealed Bids Due and Opened	June 7, 2022	Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer ITB 5685-2023 Gutter Cleaning and Maintenance Services 3397 W. Tharpe Street Tallahassee, FL 32303* *Also, the location for the Response Opening
Anticipated Date the District will Advertise its Notice of Award Recommendation	June 30, 2022	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/

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SECTION 1: Key information



1.1 Quick Facts

- a. The School Board of Leon County, Florida (hereinafter referred to as the “District”) is requesting sealed bids for the provision of gutter cleaning, maintenance, repairs, and other related services, as needed.
 - b. The use of capitalization (such as Bidder) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
 - c. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
 - d. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.
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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. Bidders shall provide necessary warranties, as appropriate, for the items they propose to furnish.

- a. The awarded Contractor(s) shall have a **minimum of two (2) years experience within the last five (5) years** providing gutter cleaning, maintenance, repair, and related services for commercial, governmental, and institutional customers.
 - b. The awarded Contractor(s) shall be able to provide services during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., as required and coordinated by the District’s Contract Manager.
 - c. Bidders shall have the staffing capability to simultaneously perform services at multiple locations when requested.
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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-
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1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

e. The District's Procurement Officer

Name: June Kail, Director of Purchasing, Warehouse & Property Management
Purchasing Department
Leon County Schools
3397 W. Tharpe Street
Tallahassee, FL 32303
Telephone: (850) 488-1206
Email: purchasing@leonschools.net

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

- a.** This ITB is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
 - 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.** Each Bidder is encouraged, prior to submitting their Bid, to examine the sites to determine the extent of the work involved and the conditions under which the work must be performed. Submission of a Bid shall constitute acknowledgement by the Bidder that they are familiar with all site conditions. The failure or neglect of a Bidder to familiarize themselves with the site of the proposed work shall in no way relieve them from any obligations with respect to their Bid. All buildings on a site are to be included.
 - d.** Bidders should prepare a clear and concise Bid, avoiding complicated jargon and thoroughly describing their ability to meet the expectations of the District.
 - e.** Bidders must follow the format and instructions included in this ITB for their Bid submittal.
 - f.** 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.
 - g.** Bidders must use the Attachment I, Bid Form, 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.
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- h. 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.
 - i. 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.
 - j. Bidders are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
 - k. 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's Bid shall demonstrate that it has a **minimum of two (2) years experience within the last five (5) years** providing gutter cleaning, maintenance, and repair services for commercial, industrial, or governmental customers.;
 - 2. The Bidder must confirm they have a permanent place of business and adequate resources to perform the services contemplated by this ITB;
 - 3. The Bid must demonstrate experience in providing gutter cleaning, maintenance, and services to at least three (3) customers of similar scope and size;
 - 4. The Bidder must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
 - 5. The Bidder shall complete and submit Attachment I, Bid Form, Attachment II, Required Provisions Certification, and Attachment III, Notice of Conflict of Interest.
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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 5685-2023 Gutter Cleaning, Maintenance, and Repair Services
 Attn: June Kail, 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, 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)
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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.
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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.
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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 best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
 - d. All documentation produced as part of this 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.
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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 32305, or via email to Bidprotests@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

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

SECTION 2: Scope of Work

2.1 Background

The District and the School Board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 33,000 students ranging from pre-kindergarten through the 12th grade. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers specialized technical training programs for higher-grade levels. LCSB operates 48 schools, including elementary (K-5), combination (K-8), middle schools, high schools, and a technical college.

2.2 Procurement Overview

Through this solicitation, the District is seeking competitive Bids from licensed and experienced gutter cleaning, maintenance, and repair service providers.

The District will work with the Awarded Bidder(s) to execute one (1) or more contracts for services soon after the award of this ITB. Bidders must have the ability to begin the implementation of services if awarded on or before July 1, 2022.

2.3 Contract Term

We anticipate that the Contract(s) will commence within 120 days of award. The expected Contract term and options to renew are:

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

2.4 Scope of Work

The District is seeking a qualified and experienced Contractor(s) to provide gutter cleaning, maintenance, and repairs on a scheduled and “as needed basis” for schools and sites as listed in Section 2.5.

- a. The Contractor shall furnish, at their expense, all supervision, equipment, tools, machinery, labor, materials, transportation, and other items and services necessary to fully accomplish

the projects as assigned in accordance with the terms, conditions, and specifications of this ITB.

- b. All work shall be accomplished in strict accordance with the specifications set forth herein and all applicable state, county, and local laws, codes, and ordinances. In addition, the Contractor shall comply with the letter and intent of all United States Environmental Protection Agency, Occupational Safety and Health Administration, and any other pertinent federal regulations and laws concerning the work specified herein.
- c. The Contractor is responsible for protecting all buildings, structures, and utilities (under or above ground), from operations that may be hazardous or damaging.
- d. The Contractor is responsible for the protection of all students, visitors, and District personnel against hazards and injuries due to their operations at the work site.
- e. The Contractor shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.
- f. The Contractor shall not impede or interfere with the normal function of the facility, its occupants, or programs.
- g. The Contractor shall ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that the work site presents a neat and orderly appearance at all times. All rubbish and scrap shall be transported from the premises.
- h. The District is not responsible for the loss of tools or supplies.

2.4.1 Services: Services provided through this Contract are not limited to:

- a. Clean out organic debris, trash, toys, or any other obstruction, roof tops, from all gutters, and downspouts to allow the free passage of water. Gutters and downspouts must be cleaned with a vacuum blower or by hand.
- b. Clean any clogged gutter downspouts by removing all loose obstacles such as rocks, leaves, wood, or any foreign items.
- c. Rake and bag any debris blown onto the roof or ground below. The Contractor shall be responsible for the removal of all trash and debris generated by the Contractor from the work site at their cost.
- d. All dirt and residue shall be rinsed off all surfaces, including gutters, fascia, soffits, siding, windows, and walkways.
- e. Caulk and re-fasten any faulty seams or loose fasteners including, but not limited to, nails, screws, rivets, and concrete anchors. The Contractor shall re-fasten all loose or protruding fasteners on roofing and ridge vents and apply a urethane based sealant to each fastener to prevent leaks.
- f. Report any gutter or roof damage or tree limbs that are touching the roof - The Contractor shall send an email to the District Project Manager with a written report listing all damaged or missing gutters, downspouts, siding, fascia board, foundation, or roots.
- g. The Contractor shall notify the District Project Manager when work has been completed. The District Project Manager will inspect the work to ensure the project has been

completed satisfactorily per the Contract specifications.

2.4.2 Schedule of Services: The Contractor will coordinate with the District Project Manager to provide a schedule for services.

- a. Schools requiring one (1) visit per year will be serviced starting January 1st and March 31st.
- b. Schools requiring two (2) visits per year will be serviced once between October 1st and December 31st and once between March 1st and May 31st.
- c. Schools requesting three (3) visits per year will be serviced once between October 1st and December 31st and, once between March 1st and May 31st, and between June 1st and August 31st.
- d. The Contractor shall liaison with the District Project Manager to schedule maintenance and repairs. Under no circumstances shall any repair be attempted before proper approval has been obtained from the District Project Manager.

2.4.3 Account Representation: The Contractor shall designate one point of contact for communications with the District.

2.4.4 Personnel: The Contractor shall have, at the time of submitting their Bid and throughout the term of the Contract, experienced personnel capable of performing gutter cleaning, maintenance, and repairs services. The Contractor shall supply personnel with all the appropriate equipment, tools, transportation, and training to provide the service in accordance with the ITB.

2.4.5 Labor and Material: The Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services required for the proper execution and completion of the work specified herein. The District will provide water and electric from the point of a closest hookup when needed. Water hoses or electrical cables will not be provided.

2.4.6 Protection of Work, Property, and Personnel: The Contractor shall guard against damage and loss to the District property and shall replace and repair any loss or damages. The District may withhold payment or make deductions, as it deems necessary to ensure reimbursement for loss and damages due to the negligence of the Contractor. The Contractor shall take the necessary safety precautions to protect both personnel and property while work is in progress while also adhering to the project schedule.

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

2.4.8 Project Tracking & Progress Reporting: The Contractor, when requested, shall submit weekly progress reports to the District Project Manager via email that contain:

- a. Work scheduled for the following week with estimated start dates;
- b. Work completed during the week with actual completion dates; and
- c. Unforeseen delays / obstacles,
- d. And other comments.

2.5 Invoice and Payment

Upon project completion, the Contractor shall submit a final Project invoice to the assigned District Project Manager for approval to include the date(s) and site(s) where services were provided.

The District's payment terms are net 30 days from receipt of a properly detailed and accurate invoice.

2.6 Performance Monitoring

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

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

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

Within 10 calendar days of receipt of the District's written monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable, in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing. The Contractor shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Bid Submittals

All Bids must include the following required forms:

- a. Each Bidder shall complete and submit Attachment I, Price Sheet, indicating pricing for the services as detailed.
- b. Completed Application for Vendor Status*and associated forms
<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);

- c. Attachment II, Notice of Conflict of Interest
- d. Attachment III, Vendor Contact Information
- e. Attachment IV, Local Preference Affidavit (If Applicable)
- f. Attachment V, Subcontracting Form (If Applicable)
- g. Attachment VI, Drug-Free Workplace Certification (If Applicable)
- h. Attachment VII, Certification Regarding Debarment
- i. Attachment VIII, 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 Vendor who submits a Responsive Bid with the lowest Total Price, per Section, as evidenced in Attachment I, Price Sheet. A Vendor must bid on all items within the Section of the Price Sheet for its Bid to be considered responsive. However, a Bidder is not required to bid all Sections to be considered responsive. If applicable, the District will apply a preference to Vendors as indicated in Sections 3.6 and 3.7.

In the event the Responsible Vendor with the lowest Total Price is found non-responsive, the District may proceed to the next Responsive Bid from a Responsible Vendor with the next lowest Total Price and continue the award process. 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

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

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

3.7 Local Business Preference

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

SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

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

4.2 Use by Other Public Agencies

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

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

4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by 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 ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the submitted Bid 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 subcontractor, 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 subcontractor 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 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. All contractor staff must successfully pass a Level 2 background screening. 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

Safety & Security

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

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

4.7 Insurance

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

- 4.7.1 General Liability:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 4.7.2 Workers Compensation:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 4.7.3 Auto Liability:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Contractor does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Contractor must be furnished to the District indicating the following: "(Contractor Name) does not own any vehicles. In the even

insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of “Any Auto” coverage effective the date of acquisition”.

- 4.7.4 Acceptability of Insurance Carriers: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody’s Investor Service.
- 4.7.5 Verification of Coverage: Proof of insurance must be furnished within fifteen (15) days of award of the contract.
- 4.7.6 Required Conditions: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
 - 4.7.6.1 The School Board of Leon County, Florida, its members, officers, employees and agents are added as additional insured.
 - 4.7.6.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Leon County, Florida.
 - 4.7.6.3 Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St. Tallahassee, FL 32303
 - 4.7.6.4 The School Board of Leon County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.
- 4.7.7 Cancellation of Insurance: Vendors are prohibited from providing services under this Contract with the District without the minimum required insurance coverage and must notify the District within two (2) business days if required insurance is cancelled.

4.8 Copyrights, Right to Data, Patents, and Royalties

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

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

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

infringement, and will afford the Contractor the full opportunity to defend the action, and control the defense of such claim.

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

4.9 Independent Contractor Status

The Successful Bidder 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, subcontractor, 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 Bidder shall comply with the Americans with Disabilities Act (ADA). In the event of the Bidder'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 Bidder 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 Bids received in response to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Bid 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 Bidder should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

4.20 Termination

4.20.1 Termination at Will

The Contract may be terminated by the District upon no less than 30 calendar days' notice and by the Contractor upon no less than 120 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 2.6 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 ITB shall be retained by the Bidder 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 Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

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

4.22 Indemnification

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

4.23 Disputes

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

4.24 Federal Terms and Conditions

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

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment

Opportunity” as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. Applies to all construction contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3.

- b.** Copeland “Anti-Kickback” Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c.** Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub grantees when required by Federal grant program legislation.
- d.** Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and subContractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all applicable contracts awarded by the District and sub grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e.** Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts and transcripts.
- f.** Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. Applies to Federal awards meeting the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization.
- g.** Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts and sub grants for amounts in excess of \$150,000.
- h.** Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i.** Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.

1. The prospective lower tier participant certifies, by submission and signature of this Bid, 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 Bid.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J): Certification regarding use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to varied at or above \$100,000.
1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 2. Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose same.
- k. Procurement of recovered materials (2 CFR §200.322): The non-federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
- l. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

4.25 Anti-Discrimination

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

4.26 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The Vendor certifies, by submission and signature of their Bid, that neither the Bidder, nor its principal Vendor, agent or representative is presently on the discriminatory vendor list, or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.27 Public Entity Crime & Convicted Vendor List

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

4.28 Scrutinized Companies Certification

The 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 Contract exceeds \$1,000,000 in total (not including renewal years), the Bidder 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 Bidder agrees the Board may immediately terminate the 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 is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid 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.

SECTION 5: Definitions

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

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

Attachment I Price Sheet

ITB No. 5685-2023 Gutter Cleaning, Maintenance & Repair Services

SECTION ONE			
	Site	# of Cleanings Per Year	Cost Per Cleaning
1.	Apalachee Elementary	1	
2.	Bond Elementary	1	
3.	Buck Lake Elementary	2	
4.	Chaires Elementary	3	
5.	Fairview Middle	1	
6.	Ghazvini Learning Center.	1	
7.	Hartsfield Elementary	3	
8.	Conley Elementary	1	
9.	Lincoln High	3	
10.	Nims Middle	3	
11.	Oak Ridge Elementary	2	
12.	Old Pace Campus	1	
13.	Heritage Trails	1	
14.	Pineview Elementary	2	
15.	Rickards Hight	2	
16.	Swift Creek Middle	1	
17.	Transportation– Main Office	1	
18.	Bus Compound / Conner Blvd	1	
19.	W.T. Moore Elementary	1	
20.	Wesson Middle	2	
21.	Woodville Elementary	2	
22.	Bus Compound / Paul Russell	2	
Section I: Total Price (Sum of Items 1 – 22)			

Gutter Cleaning, Maintenance, & Repair Services

SECTION TWO			
	Site	# of Cleanings Per Year	Cost Per Cleaning
1.	Adult & Community Ed.	3	
2.	Main Administration Complex	2	
3.	Aquilina Howell Center	1	
4.	Astoria Park Elementary	2	
5.	Bloxham Building	1	
6.	Early Childhood / Pre-K	2	
7.	Facilities & Maintenance Dept.	1	
8.	Fort Braden K-8	1	
9.	Godby High	3	
10.	Gretchen Everhart	2	
11.	Griffin Middle	1	
12.	Grounds & Athletics Dept.	1	
13.	Lively Aviation	2	
14.	Lively	2	
15.	Nutrition Services / Purchasing	1	
16.	Property Mgt / Warehouse	1	
17.	Raa Middle	1	
18.	Ruediger Elementary	3	
19.	Sabal Palm	3	
20.	Springwood	2	
21.	Technology & Information	2	
22.	Transportation – Bus Compound	1	
Section II: Total Price (Sum of Items 1 – 22)			

Gutter Cleaning, Maintenance, & Repair Services

SECTION THREE			
	Site	# of Cleanings Per Year	Cost Per Cleaning
1.	Canopy Oaks Elementary	2	
2.	Chiles High	1	
3.	Cobb Middle	2	
4.	Deerlake Middle	3	
5.	DeSoto Trail Elementary	2	
6.	Gilchrist Elementary	2	
7.	Hawks Rise Elementary	1	
8.	Kate Sullivan Elementary	3	
9.	Killearn Lakes Elementary	3	
10.	Leon High	3	
11.	Roberts Elementary	1	
12.	Sail	1	
13.	Sealey Elementary	1	
14.	Montford Middle	1	
Section III: Total Price (Sum of Items 1 – 14)			

 Company Name

 FEIN

 Authorized Representative Name (Printed)

 Authorized Representative Title

 Authorized Representative Signature

 Date

Attachment II
Notice of Conflict of Interest

(Bidders shall complete either Section 1 or Section 2)

Company Name: _____

Solicitation Number: ITB 5685-2023

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

Section I

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

Authorized Representative (Signature)

Authorized Representative (Print)

Section 2

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

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

Authorized Representative (Signature)

Authorized Representative (Print)

Date

Attachment III

Bidder Contact Information

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

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

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

Attachment IV 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: _____

Length of Time at this Location: _____ **# of Employees at this Location:** _____

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

STATE OF FLORIDA

COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

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 _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification _____

Attachment V

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 PO6450? Yes _____ No _____

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

Attachment VI
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 counselling, 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, 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 the 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 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 VII
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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this 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, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](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.

Gutter Cleaning, Maintenance, & Repair Services

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this 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 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 VIII
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 be 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 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

Gutter Cleaning, Maintenance, & Repair Services

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 agreement d. loan e. loan guarantee 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 change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	

Gutter Cleaning, Maintenance, & Repair Services

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

Signature: _____

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 followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
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 (ITB) 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 item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

Attachment IX
Service Locations

SECTION ONE			
	Site	Address	Phone (850 Area Code)
1.	Apalachee Elementary	650 Trojan Trail, 32311	488-7110
2.	Bond Elementary	2204 Saxon Street, 32310	488-7676
3.	Buck Lake Elementary	1600 Pedrick Road, 32317	488-6133
4.	Chaires Elementary	4774 Chaires Crossroads, 32317	878-8534
5.	Fairview Middle	3415 Zillah St., 32301	488-6880
6.	Ghazvini Learning Center.	860 Blountstown Hwy., 32304	488-5785
7.	Hartsfield Elementary	1414 Chowkeebin Nene, 32301	488-7322
8.	Conley Elementary	2400 E. Orange Ave, 32311	414-5610
9.	Lincoln High	3838 Trojan Trail, 32311	487-2110
10.	Nims Middle	723 W. Orange Ave., 32310	488-5960
11.	Oak Ridge Elementary	4530 Shelfer Road, 32305	488-3124
12.	Old Pace Campus	725 Macomb St., 32304	N/A
13.	Heritage Trails	283 Trojan Trail, 32311	488-8927
14.	Pineview Elementary	2230 Lake Bradford Rd, 32310	488-2819
15.	Rickards Hight	3013 Jim Lee Road, 32301	488-1783
16.	Swift Creek Middle	2100 Pedrick Rd., 32317	487-4868
17.	Transportation– Main Office	440 Capital Circle N.W., 32304	488-2636
18.	Bus Compound / Conner Blvd	3601 Conner Blvd., 32311	922-6701
19.	W.T. Moore Elementary	1706 Dempsey Mayo Rd, 32308	877-6158
20.	Wesson Middle	2813 S Meridian St, 32301	488.1652
21.	Woodville Elementary	9373 Woodville Highway, 32305	487-7043
22.	Bus Compound / Paul Russell	601 Paul Russell Rd., 32301	922-6727

Gutter Cleaning, Maintenance, & Repair Services

SECTION TWO			
	Site	Address	Phone (850 Area Code)
1.	Apalachee Elementary	650 Trojan Trail, 32311	488-7110
2.	Bond Elementary	2204 Saxon Street, 32310	488-7676
3.	Buck Lake Elementary	1600 Pedrick Road, 32317	488-6133
4.	Chaires Elementary	4774 Chaires Crossroads, 32317	878-8534
5.	Fairview Middle	3415 Zillah St., 32301	488-6880
6.	Ghazvini Learning Center.	860 Blountstown Hwy., 32304	488-5785
7.	Hartsfield Elementary	1414 Chowkeebin Nene, 32301	488-7322
8.	Conley Elementary	2400 E. Orange Ave, 32311	414-5610
9.	Lincoln High	3838 Trojan Trail, 32311	487-2110
10.	Nims Middle	723 W. Orange Ave., 32310	488-5960
11.	Oak Ridge Elementary	4530 Shelfer Road, 32305	488-3124
12.	Old Pace Campus	725 Macomb St., 32304	N/A
13.	Heritage Trails	283 Trojan Trail, 32311	488-8927
14.	Pineview Elementary	2230 Lake Bradford Rd, 32310	488-2819
15.	Rickards Hight	3013 Jim Lee Road, 32301	488-1783
16.	Swift Creek Middle	2100 Pedrick Rd., 32317	487-4868
17.	Transportation– Main Office	440 Capital Circle N.W., 32304	488-2636
18.	Bus Compound / Conner Blvd	3601 Conner Blvd., 32311	922-6701
19.	W.T. Moore Elementary	1706 Dempsey Mayo Rd, 32308	877-6158
20.	Wesson Middle	2813 S Meridian St, 32301	488.1652
21.	Woodville Elementary	9373 Woodville Highway, 32305	487-7043
22.	Bus Compound / Paul Russell	601 Paul Russell Rd., 32301	922-6727

Gutter Cleaning, Maintenance, & Repair Services

SECTION THREE			
	Site	Address	Phone (850 Area Code)
1.	Canopy Oaks Elementary	3250 Pointview Drive, 32303	488-3301
2.	Chiles High	7200 Lawton Chiles Lane, 32312	488-1756
3.	Cobb Middle	915 Hillcrest Ave., 32308	488-3364
4.	Deerlake Middle	9902 Deerlake W., 32312	922-6545
5.	DeSoto Trail Elementary	5200 Tredington Park Dr., 32309	488-4511
6.	Gilchrist Elementary	1301 Timberlane Road, 32312	893-4310
7.	Hawks Rise Elementary	205 Meadow Ridge, 32312	487-4733
8.	Kate Sullivan Elementary	927 Miccosukee Road, 32308	487-1216
9.	Killearn Lakes Elementary	8037 Deerlake East, 32312	893-1265
10.	Leon High	550 E. Tennessee St., 32308	488-1971
11.	Roberts Elementary	5777 Centerville Road, 32309	488-0923
12.	Sail	2006 Jackson Bluff Rd., 32304	488-2468
13.	Sealey Elementary	2815 Allen Road, 32312	488-5640
14.	Montford Middle	5789 Pimlico Drive, 32309	922-6011



ADDENDUM #001

Date: May 19, 2022

Solicitation: 5685-2023 Gutter Cleaning, Maintenance, and Repair Services

Bids Due: June 14, 2022, at 2:00 P.M. EST

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

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

This Addendum includes the following revisions:

Change No. 1:

A revision to the ITB Timeline

<p>Sealed Bids Due and Opened</p>	<p>June 7 14, 2022</p>	<p>Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer ITB 5685-2023 Gutter Cleaning and Maintenance Services 3397 W. Tharpe Street Tallahassee, FL 32303* *Also, the location for the Bid Opening</p>
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ADDENDUM #002

Date: June 9, 2022

Solicitation: ITB 5685-2023 Gutter Cleaning, Maintenance, and Repair Services

Bids Due: June 21, 2022, at 2:00 P.M. EST

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

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

This Addendum includes the following revisions:

Change No. 1: A revision to the ITB Timeline

Sealed Bids Due and Opened	June 14 21, 2022	Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer ITB 5685-2023 Gutter Cleaning and Maintenance Services 3397 W. Tharpe Street Tallahassee, FL 32303* <small>*Also, the location for the Response Opening</small>
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Change No. 2: Replaces Attachment I – Price sheet

Change No. 3: Replaces Attachment IX – Site List

Attachment I
Price Sheet (Revised - Addendum #002)
ITB No. 5685-2023 Gutter Cleaning, Maintenance & Repair Services

SECTION ONE			
	Site	# of Cleanings Per Year	Cost Per Cleaning
1.	Apalachee Elementary	1	
2.	Bond Elementary	1	
3.	Buck Lake Elementary	2	
4.	Chaires Elementary	3	
5.	Fairview Middle	1	
6.	Ghazvini Learning Center.	1	
7.	Hartsfield Elementary	3	
8.	Conley Elementary	1	
9.	Lincoln High	3	
10.	Nims Middle	3	
11.	Oak Ridge Elementary	2	
12.	Old Pace Campus	1	
13.	Heritage Trails	1	
14.	Pineview Elementary	2	
15.	Rickards Hight	2	
16.	Swift Creek Middle	1	
17.	Transportation– Main Office	1	
18.	Bus Compound / Conner Blvd	1	
19.	W.T. Moore Elementary	1	
20.	Wesson Middle	2	
21.	Woodville Elementary	2	
22.	Bus Compound / Paul Russell	2	
Section I: Total Price (Sum of Items 1 – 22)			

SECTION TWO			
	Site	# of Cleanings Per Year	Cost Per Cleaning
1.	Adult & Community Ed.	3	
2.	Main Administration Complex	2	
3.	Aquilina Howell Center	1	
4.	Astoria Park Elementary	2	
5.	Bloxham Building	1	
6.	Early Childhood / Pre-K	2	
7.	Facilities & Maintenance Dept.	1	
8.	Fort Braden K-8	1	
9.	Godby High	3	
10.	Gretchen Everhart	2	
11.	Griffin Middle	1	
12.	Grounds & Athletics Dept.	1	
13.	Lively Aviation	2	
14.	Lively	2	
15.	Nutrition Services / Purchasing	1	
16.	Property Mgt / Warehouse	1	
17.	Raa Middle	1	
18.	Riley Elementary	1	
19.	Ruediger Elementary	3	
20.	Sabal Palm	3	
21.	Springwood	2	
22.	Technology & Information	2	
23.	Transportation – Bus Compound	1	
Section II: Total Price (Sum of Items 1 – 23)			

SECTION THREE			
	Site	# of Cleanings Per Year	Cost Per Cleaning
1.	Canopy Oaks Elementary	2	
2.	Chiles High	1	
3.	Cobb Middle	2	
4.	Deerlake Middle	3	
5.	DeSoto Trail Elementary	2	
6.	Gilchrist Elementary	2	
7.	Hawks Rise Elementary	1	
8.	Kate Sullivan Elementary	3	
9.	Killearn Lakes Elementary	3	
10.	Leon High	3	
11.	Roberts Elementary	1	
12.	Sail	1	
13.	Sealey Elementary	1	
14.	Montford Middle	1	
Section III: Total Price (Sum of Items 1 – 14)			

Company Name

FEIN

Authorized Representative Name (Printed)

Authorized Representative Title

Authorized Representative Signature

Date

Attachment IX
Service Locations (Revised - Addendum #002)

SECTION ONE		
Site	Address	Phone (850 Area Code)
1. Apalachee Elementary	650 Trojan Trail, 32311	488-7110
2. Bond Elementary	2204 Saxon Street, 32310	488-7676
3. Buck Lake Elementary	1600 Pedrick Road, 32317	488-6133
4. Chaires Elementary	4774 Chaires Crossroads, 32317	878-8534
5. Fairview Middle	3415 Zillah St., 32301	488-6880
6. Ghazvini Learning Center.	860 Blountstown Hwy., 32304	488-5785
7. Hartsfield Elementary	1414 Chowkeebbin Nene, 32301	488-7322
8. Conley Elementary	2400 E. Orange Ave, 32311	414-5610
9. Lincoln High	3838 Trojan Trail, 32311	487-2110
10. Nims Middle	723 W. Orange Ave., 32310	488-5960
11. Oak Ridge Elementary	4530 Shelfer Road, 32305	488-3124
12. Old Pace Campus	725 Macomb St., 32304	N/A
13. Heritage Trails	283 Trojan Trail, 32311	488-8927
14. Pineview Elementary	2230 Lake Bradford Rd, 32310	488-2819
15. Rickards High	3013 Jim Lee Road, 32301	488-1783
16. Swift Creek Middle	2100 Pedrick Rd., 32317	487-4868
17. Transportation– Main Office	440 Capital Circle N.W., 32304	488-2636
18. Bus Compound / Conner Blvd	3601 Conner Blvd., 32311	922-6701
19. W.T. Moore Elementary	1706 Dempsey Mayo Rd, 32308	877-6158
20. Wesson Middle	2813 S Meridian St, 32301	488.1652
21. Woodville Elementary	9373 Woodville Highway, 32305	487-7043
22. Bus Compound / Paul Russell	601 Paul Russell Rd., 32301	922-6727

SECTION TWO		
Site	Address	Phone (850 Area Code)
1. Adult & Community Ed.	526 Appleyard Dr., 32304	717-2020
2. Main Administration Complex	2757 W. Pensacola St., 32304	487-7100
3. Aquilina Howell Center	3955 W. Pensacola St., 32304	487-7893
4. Astoria Park Elementary	2465 Atlas Road, 32303	488-4673
5. Bloxham Bldg.	727 South Calhoun St., 32301	561-6563
6. Early Childhood / Pre-K	500 N. Appleyard Dr., 32304	922-2099
7. Facilities & Maintenance Dept.	3420 W. Tharpe St., 32303	617-1777
8. Fort Braden K-8	15100 Blountstown Hwy, 32310	488-9374
9. Godby High	1717 W. Tharpe St., 32303	488-1325
10. Gretchen Everhart	2750 Mission Rd., 32304	488-5785
11. Griffin Middle	800 Alabama St., 32304	488-8436
12. Grounds & Athletics Dept.	3395 West Tharpe St. 32303	617-4690
13. Lively Aviation	3290 Capital Circle SW, 32310	488-2461
14. Lively Technical College	500 N. Appleyard Dr., 32304	487-7555
15. Nutrition Services / Purchasing	3397 W. Tharpe St., 32303	488-1206
16. Property Mgt / Warehouse	3374 W. Tharpe St. 32303	922-0657
17. Raa Middle	401 W. Tharpe St., 32303	488-6287
18. Riley Elementary	1400 Indiana Street, 32304	488-5840
19. Ruediger Elementary	526 W. Tenth Ave., 32303	488-1074
20. Sabal Palm Elementary	2813 Ridgeway Street, 32310	488-0167
21. Springwood Elementary	3801 Fred George Road, 32303	488-6225
22. Technology & Information	520 S. Appleyard Drive, 32304	488-7530
23. Bus Compound / Appleyard	536 S. Appleyard Drive, 32304	488-7572

SECTION THREE		
Site	Address	Phone (850 Area Code)
1. Canopy Oaks Elementary	3250 Pointview Drive, 32303	488-3301
2. Chiles High	7200 Lawton Chiles Lane, 32312	488-1756
3. Cobb Middle	915 Hillcrest Ave., 32308	488-3364
4. Deerlake Middle	9902 Deerlake W., 32312	922-6545
5. DeSoto Trail Elementary	5200 Tredington Park Dr., 32309	488-4511
6. Gilchrist Elementary	1301 Timberlane Road, 32312	893-4310
7. Hawks Rise Elementary	205 Meadow Ridge, 32312	487-4733
8. Kate Sullivan Elementary	927 Miccosukee Road, 32308	487-1216
9. Killearn Lakes Elementary	8037 Deerlake East, 32312	893-1265
10. Leon High	550 E. Tennessee St., 32308	488-1971
11. Roberts Elementary	5777 Centerville Road, 32309	488-0923
12. Sail High	2006 Jackson Bluff Rd., 32304	488-2468
13. Sealey Elementary	2815 Allen Road, 32312	488-5640
14. Montford Middle	5789 Pimlico Drive, 32309	922-6011

EXHIBIT B

Attachment I

Price Sheet (Revised - Addendum #002)

ITB No. 5685-2023 Gutter Cleaning, Maintenance & Repair Services

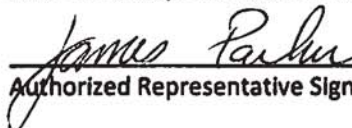
SECTION ONE			
	Site	# of Cleanings Per Year	Cost Per Cleaning
1.	Apalachee Elementary	1	700.00
2.	Bond Elementary	1	575.00
3.	Buck Lake Elementary	2	1000.00
4.	Chaires Elementary	3	1750.00
5.	Fairview Middle	1	1000.00
6.	Ghazvini Learning Center.	1	675.00
7.	Hartsfield Elementary	3	1850.00
8.	Conley Elementary	1	550.00
9.	Lincoln High	3	2750.00
10.	Nims Middle	3	2175.00
11.	Oak Ridge Elementary	2	1325.00
12.	Old Pace Campus Facility no longer exists	1	
13.	Heritage Trails	1	1050.00
14.	Pineview Elementary	2	1800.00
15.	Rickards High	2	1950.00
16.	Swift Creek Middle	1	975.00
17.	Transportation– Main Office	1	400.00
18.	Bus Compound / Conner Blvd	1	400.00
19.	W.T. Moore Elementary	1	1200.00
20.	Wesson Middle	2	1150.00
21.	Woodville Elementary	2	2250.00
22.	Bus Compound / Paul Russell	2	400.00
Section I: Total Price (Sum of Items 1 – 22)			\$53,050.00

SECTION TWO			
	Site	# of Cleanings Per Year	Cost Per Cleaning
1.	Adult & Community Ed.	3	1000.00
2.	Main Administration Complex	2	600.00
3.	Aquiline Howell Center	1	575.00
4.	Astoria Park Elementary	2	750.00
5.	Bloxham Building	1	425.00
6.	Early Childhood / Pre-K	2	450.00
7.	Facilities & Maintenance Dept.	1	525.00
8.	Fort Braden K-8	1	600.00
9.	Godby High	3	2750.00
10.	Gretchen Everhart	2	975.00
11.	Griffin Middle	1	1000.00
12.	Grounds & Athletics Dept.	1	550.00
13.	Lively Aviation	2	400.00
14.	Lively	2	3500.00
15.	Nutrition Services / Purchasing	1	500.00
16.	Property Mgt / Warehouse	1	400.00
17.	Raa Middle	1	2150.00
18.	Riley Elementary	1	1025.00
19.	Ruediger Elementary	3	2250.00
20.	Sabal Palm	3	1500.00
21.	Springwood	2	1100.00
22.	Technology & Information	2	550.00
23.	Transportation – Bus Compound	1	400.00
Section II: Total Price (Sum of Items 1 – 23)			\$47,300.00

SECTION THREE			
	Site	# of Cleanings Per Year	Cost Per Cleaning
1.	Canopy Oaks Elementary	2	850.00
2.	Chiles High	1	900.00
3.	Cobb Middle	2	2000.00
4.	Deerlake Middle	3	1850.00
5.	DeSoto Trail Elementary	2	1000.00
6.	Gilchrist Elementary	2	1500.00
7.	Hawks Rise Elementary	1	900.00
8.	Kate Sullivan Elementary	3	2150.00
9.	Killearn Lakes Elementary	3	2150.00
10.	Leon High	3	1500.00
11.	Roberts Elementary	1	625.00
12.	Sail	1	775.00
13.	Sealey Elementary	1	600.00
14.	Montford Middle	1	850.00
Section III: Total Price (Sum of Items 1 – 14)			\$38,300.00

Parker and Son's Lawncare, LLC
 Company Name

James E. Parker
 Authorized Representative Name (Printed)


 Authorized Representative Signature

81-5192784
 FEIN

President
 Authorized Representative Title

June 14, 2022
 Date