

# Request for Proposals (RFP)



**"Preparing students to become responsible, respectful, independent learners equipped with the critical thinking skills necessary to compete in our global society."**



## **Leon High School Custodial Services**

### **RFP 497-2023**

RFP Released: May 2, 2022

Mandatory Pre-Bid Walkthrough: May 9, 2022

Deadline for Questions\*: May 22, 2022

Proposals Due\*: 2:00 p.m. on May 31, 2022

James Cole

Procurement Officer

Leon County Schools

Purchasing Department

3397 West Tharpe Street

Tallahassee, Florida 32303

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

# RFP Timeline

Steps in the RFP process	Date and Time	Location (if applicable)
Release of RFP	May 2, 2022	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Mandatory Pre-Bid Walkthrough	May 9, 2022 @ 9:00 a.m.	Leon High School 550 E. Tennessee St. Tallahassee, FL 32308
Written Questions Due	May 22, 2022	Submit to: James Cole, Procurement Officer Subject: RFP 497-2023 Leon High School Custodial Services Email: <a href="mailto:purchasing@leonschools.net">purchasing@leonschools.net</a>
Anticipated Posting of Answers to Submitted Questions	May 24, 2022	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>
Sealed Proposals Due and Opened	May 31, 2022	Submit to: Leon County Schools Purchasing Department Attn: James Cole, Procurement Officer RFP 497-2023 Leon High School Custodial Services 3397 W. Tharpe Street Tallahassee, FL 32303* *Also the location for the Response Opening
Evaluation Team Meeting	June 6, 2022	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Date the District will Advertise its Notice of Board Decision	June 27, 2022	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>

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# SECTION 1: Key information

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## 1.1 Quick Facts

- a. The School Board of Leon County, Florida, (hereinafter referred to as the “District”), is requesting sealed proposals for the provision of custodial services at Leon High School.
  - b. The use of capitalization (such as Proposer) 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 Proposer Qualifications

Proposers shall maintain a permanent place of business; have adequate equipment, finances, and personnel to perform the services of this Contract.

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

- a. All questions related to this RFP 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), Proposers to this RFP, or persons acting on their behalf, may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Proposal.
  - d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
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e. **The District's Procurement Officer**

**Name:** James Cole, Purchasing Coordinator  
Purchasing Department  
Leon County Schools  
3397 W. Tharpe Street  
Tallahassee, FL 32303  
**Telephone:** (850) 488-1206  
**Email:** [purchasing@leonschools.net](mailto:purchasing@leonschools.net)

- f. The Proposer shall not initiate or execute any decision, or action arising from any verbal discussion with any District employee related to this RFP. Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Proposer are recognized as duly authorized expressions on behalf of the Proposer.
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## 1.4 Developing Your Proposal

- a. This RFP is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
  - b. Proposers should take the time to read and understand the RFP. In particular, they should:
    1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
    2. Develop a strong understanding of the District's requirements detailed in [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. Proposers should prepare a clear and concise Proposal, avoiding complicated jargon, and thoroughly describing their ability to meet the expectations of the District.
  - d. Proposers must follow the format and instructions included in this RFP for their Proposal submittal.
  - e. Proposals that contain provisions that are contrary to the material requirements of this RFP are not permitted. Including alternate provisions or conditions may result in the Proposal being deemed non-responsive to the solicitation.
  - f. Proposers must use Attachment I (Cost Proposal Form), to submit pricing. Proposers shall not change or substantially alter the form, but fill it out completely, as instructed in Section 3.2 of this RFP.
  - g. Proposers should thoroughly review their Proposal before submission to ensure the Proposal is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
  - h. The District is not liable for any costs incurred by a Proposer while responding to this RFP, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
  - i. Proposers are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
  - j. The District shall reject any and all Proposals that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Proposal rejected for failure to meet these requirements will not be evaluated further:
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1. The Proposer's Proposal shall demonstrate that it has a minimum of two (2) years within the last five (5) years' experience as a custodial services contractor for commercial, industrial, or governmental customers of a similar size and scope;
  2. The Proposer must confirm they have a permanent place of business and adequate resources to perform the services contemplated by this RFP;
  3. The Proposal must demonstrate experience in providing custodial services to at least three (3) customers of similar scope and size;
  4. The Proposer must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.); and
  5. The Proposer shall complete and submit Attachment I, Cost Proposal Form, Attachment II, Required Provisions Certification, and Attachment III, Notice of Conflict of Interest.



## 1.5 Submitting Your Proposal

- a. Proposers shall submit their Proposals in a sealed envelope or package with the RFP number and the date and time of the Proposal opening clearly marked on the sealed envelope or packaging. Proposers may submit their Proposals by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Proposals submitted via email or fax.**
- b. Proposers must mail or otherwise deliver their Proposals to the following address:  
**Leon County Schools  
Purchasing Department**  
RFP 497-2023 Leon High School Custodial Services  
Attn: James Cole, Purchasing Coordinator  
3397 W. Tharpe Street  
Tallahassee, FL 32303
- c. It is the Proposer's responsibility to ensure their Proposal is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Proposals received and shall provide the official time for the Proposal opening. **Late Proposals will not be accepted.**
- d. Submit a Technical Proposal and a Cost Proposal in separately sealed and clearly labeled packages. The Cost Proposal may be shipped along with the Technical Proposal as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
- e. Submit one (1) signed, original Technical Proposal, three (3) additional hardcopies, and four (4) electronic copies of the Technical Proposal in searchable PDF format on individual electronic storage devices or flash drives (not password protected). The original physical Proposal will take precedence in the event there is a discrepancy between the original and the hardcopies or electronic copies.
- f. Submit one (1) signed, original Cost Proposal (Attachment I), three (3) additional hard copies and one (1) electronic copy of the Cost Proposal in searchable PDF format on an electronic storage device or flash drive (not password protected). The original physical Proposal will take precedence in the event there is a discrepancy between the original and the hardcopies or electronic copies.
- g. The signed original Proposals shall be clearly marked as "Original" and the hardcopies shall be numbered one (1) through three (3).



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- h. If the Proposer includes information in their Proposal that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Proposal, as outlined in Section 3.6, the Proposer should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
  - i. Proposers are encouraged to print Proposal documents double-sided and minimize the use of non-recyclable materials.
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## 1.6 Proposal Opening

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

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

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

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

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## 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](mailto:bidprotests@leonschools.net). Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

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

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# SECTION 2: Scope of Work

## 2.1 Background

The District and the School Board 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 Early Learning-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 12<sup>th</sup> grade. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers a variety of specialized technical training programs for the higher-grade levels. LCSB operates 48 schools, including elementary (K-5), combination (K-8), middle schools, high schools, and a technical college.

## 2.2 Procurement Overview

Through this solicitation, the District is seeking competitive Proposals from experienced custodial service providers. The purpose of this RFP is to establish the minimum requirements and set firm pricing for custodial services at Leon High School, located at 550 E. Tennessee St., Tallahassee, Florida.

The District will work with the Awarded Proposer to execute a contract for services soon after the award of this RFP. The Awarded Proposer must have the ability to begin the provision of services no later than August 1, 2022.

## 2.3 Contract Term

We anticipate that the Contract 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	6 years

## 2.4 Scope of Work

The District is seeking a qualified and experienced Contractor to provide custodial services at Leon High School, located at 550 East Tennessee Street, Tallahassee, FL 32308, during the months of August – May (10 months). The work sought in this solicitation includes, but is not limited to, furnishing all labor, supervision, transportation, tools, and equipment necessary to provide custodial services in accordance with these specifications and subject to the terms of the Contract. The Contractor shall schedule its employees in a way that is flexible and meets the needs of the school.

All consumable supplies will be purchased by Leon High School. The area serviced under the Contract includes Building 2 – Music/Science Building, estimated 11,966 square feet, and Building 3-Nettles Building, estimated 27,694 sq. ft., for a total estimated 39,660 sq. ft. of services space. The square footage noted is only an estimate. Bidders will be responsible for confirming their own measurements and must submit a firm price accordingly.

**2.4.1 Daily Cleaning Responsibilities for Building 3 (Nettles Building)**

- a. Remove all garbage from all classroom and hallway trashcans and replace liners, and take to campus trash bins.
- b. Sweep every classroom, hallway, and office.
- c. Clean and sanitize desks, tables, and countertops.
- d. Gum removal where needed.
- e. Clean all classroom sinks.
- f. Clean and sanitize all bathroom toilets, sinks, floors, stalls, walls, and door handles.
- g. Clean and sanitize all water fountains.
- h. Vacuum hallway mats.

**2.4.2 Weekly Cleaning Responsibilities for Building 3 (Nettles Building)**

- a. Sweep stairs and stairwells.
- b. Mop classrooms floors.
- c. Mop hallways and staircases.

**2.4.3 Monthly Cleaning Responsibilities for Building 3 (Nettles Building)**

- a. Wipe down blinds.
- b. Clean interior side of windows.

**2.4.4 Daily Cleaning Responsibilities for Building 2 (Music/Science Building)**

- a. Empty all trash receptacles and replace trash can liners.
- b. Sweep all classrooms, hallways and offices.
- c. Mop classroom floors and hallways.
- d. Clean and sanitize desks, tables and countertops.
- e. Clean and sanitize all restroom toilets, urinals, sinks, floors, stalls, walls, and door handles.
- f. Clean and sanitize all water fountains.
- g. Vacuum all area carpets and hallway mats.
- h. Clean all interior glass doors inside and out.

**2.4.5 Weekly Cleaning Responsibilities for Building 2 (Music/Science Building)**

- a. Dust blinds and other dust collecting surfaces.
- b. Clean all door knobs and handles.

**2.4.6 Monthly Cleaning Responsibilities for Building 2 (Music/Science Building)**

- a. Scrub all restroom floors.
- b. Damp wipe all vertical and horizontal restroom surfaces of partitions, doors, and door jams.
- c. Dust and clean cobwebs and baseboards.

#### 2.4.7 Addition/Deletion of Tasks

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

#### 2.4.8 Building Additions/Deletions

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

#### 2.4.9 Contractor Requirements

- a. The Contractor shall ensure services in accordance with the Contractor's provided schedule.
- b. The Contractor shall employ, at all times, the quality of supervision necessary for the effective and efficient management of cleaning operations. All supervisors shall have an intimate knowledge of this Contract and its various cleaning tasks, equipment and materials so to be able to both properly train and direct the cleaners in their individual tasks and to maintain effective quality control.
- c. Anyone not employed by the cleaning service will not be permitted on the school property during working hours. ***Unauthorized personnel, such as friends, visitors, children, or any other family members that are on campus may be cause for cancellation of the Contract.***
- d. The Contractor will conduct inspections with the Contract Manager to check the quality of work and execution of the Contract specifications.
- e. When requested, the Contractor shall cooperate with any ongoing investigation involving economic loss or damage to the buildings or personal property.
- f. The Contractor is responsible for submitting a list of employees to the Contract Manager. The list is to be provided within the (20) business days of the start of the Contract.
- g. The Contractor's employees shall not open desk drawers or cabinets, or use telephones, or office equipment.
- h. The Contractor's employees shall comply with the instructions pertaining to conduct and building regulations, issued by the Contract Manager.
- i. The Contractor is required to meet with the Contract Manager to review and approve the total workload, schedule (daily, weekly, project cleaning), and the cleaning methods proposed by the Contractor.

## 2.5 Stripping and Waxing of Floors

The District is seeking pricing for the annual stripping and waxing of floors. The District reserves the right to separately award these services if it is in its best interest to do so.

During the months of June and July, the Contractor shall strip and wax approximately 39,660 square feet of vinyl composite tile (VCT) flooring in Building 2 – Music/Science Building and Building 3-Nettles Building. The price must include all labor, materials, and equipment.

**2.5.1 Schedule:** Specific beginning and ending dates in June and July will be negotiated directly with the Awarded Contractor. Leon High School (LHS) staff will remove all furniture, books, and equipment from classrooms and offices. LHS staff will sweep all areas to be stripped and remove all trash and debris. After waxing is complete, LHS staff will return all furniture, books, and equipment to those areas.

**2.5.2 Materials:** The Awarded Contractor will provide all materials required to strip and wax the floors. The Contractor must submit MSDS and technical sheets for the stripper, wax, and defoamer being used before work commences.

- a. The selected stripper must be recommended for use with cold water.
- b. The selected wax must be 25% non-volatile solid, burnishable, with no powder or yellowing, and must not contain urethanes.
- c. The selected wax must be a premium grade product that produces a high gloss shine for heavy traffic, frequent cleaning, and weekly burnishing cycles.

### 2.5.3 Requirements:

- a. Remove old wax from floors, floor molding, thresholds, etc.
- b. Floors must be stripped down to bare tile, leaving no old wax, and rinsed.
- c. All stripper solution must be cleaned off baseboards, walls, doors, door jambs, and kick-plates prior to waxing.
- d. All cleaning and rinsing of equipment and stripper solution must be disposed of properly.
- e. All stripper solutions must be kept off other types of flooring including carpet, spray-on resin floors, and concrete.
- f. All doorways and other openings to offices or rooms that are not being stripped and waxed will be taped, or use other measures to prevent the stripping liquid from flowing under the door or through other openings into those rooms.
- g. Wax must be applied with a finishing mop or applicator.
- h. Four (4) coats of wax are required in all classrooms and offices; five (5) coats of wax are required in hallways with all doorways blended properly.
- i. Wax shall not be applied by flooding or poured on floors causing puddling and spills that dry permanently on the floors.
- j. Wax shall not be placed on hallway inclines with non-skid resin floors.
- k. A qualified supervisor shall be in charge of the Contractor's work crew at all times. The supervisor shall be able to communicate effectively with the work crew and LHS personnel. The Contractor's employees must remain in the designated work area, and out of offices and other areas where work is not being performed.

- 2.6 Personnel:** The Contractor shall designate one point of contact for communications with the District (a resume for all staff in the organization that will be servicing the District must be included with the Contractor's Proposal). The District has defined the Site Administrator as the Contract Manager. The Contractor shall have, at the time of submitting their Proposal and throughout the term of the Contract, experienced custodians. The Contractor shall supply the custodians with all the appropriate equipment, tools, transportation, and training to properly perform services in accordance with the RFP.
- 2.7 Protection of Work, Property & Personnel:** While performing services for the District, the Contractor shall be held responsible for any damages caused by the Contractor's employees to the school's property or any adjacent property. The Contractor must show a reasonable attempt to avoid damage to the school's property under all conditions. Any damage, including damage to finished surfaces, resulting from the performance of this Contract shall be repaired and cleaned to the satisfaction of the District at the Contractor's expense. The District shall not incur costs to repair damage caused by the Contractor.
- a. At the end of the Contractor's work day, they are to ensure the campus is locked and secure (to include any gates they utilize), and that the building security system is armed.
  - b. The Contractor understands all work described in this RFP shall be done with the least disruption to the school property. Interruptions of school operations should be minimal and coordinated by the Contract Manager. The Contractor is expected to schedule their work to not interfere with normal school arrival and dismissal times.
  - c. The Contractor must ensure there is adequate ventilation for the type of cleaning materials or chemicals used.
  - d. It shall be the responsibility of the Contractor to report to the Contract Manager any damage found before beginning any work.
  - e. The Contractor shall be responsible for any loss or damage to its own materials, supplies, and equipment, and to the personal property of its employees while they are on the school site.
- 2.8 Employee Conduct:** The Contractor's employees shall conduct themselves in a professional manner at all times, adhering to all rules and guidelines of the school and the District. Smoking or use of tobacco is NOT permitted on the school grounds. The Contractor shall not interface with school personnel or students unrelated to this Contract, and shall not make use of any school facilities without permission.
- 2.9 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.
- 2.10 Project Tracking & Progress Reporting:** The Contractor, when requested, shall submit weekly progress reports to the District 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, other comments.

## 2.11 Invoice and Payment

The Contractor shall submit monthly invoices by the 10<sup>th</sup> of the month for work performed the prior month. Invoices should contain sufficient detail for a pre and post audit.

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

## 2.12 Performance Monitoring

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

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

The Contract Manager will provide a written monitoring report 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.

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# SECTION 3: Procurement Rules and Information

## 3.1 Contents and Format of Proposal Submittals

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

### a. TAB A

#### Overview

##### 1. Executive Summary/ Letter of Interest

##### 2. Financial Interest

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

### b. TAB B

#### Experience and Organization

##### 1. References

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

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

##### 2. Narrative Record of Past Experience

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

- a. A description of experience providing services similar in nature to the services sought in this RFP;
- b. The specific length of time the Proposer has provided similar services, and where services were provided;
- c. Proposers shall identify any suspension, revocation, or review of the Proposer's licensure in the last five (5) years. Proposers shall also disclose any bankruptcies, judgements, or liens within the last five (5) years;
- d. Disputes: Proposers shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the

performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Proposers must indicate whether the disputes were resolved and, if so, explain how they were resolved.

- e. Subcontractor Information: If the Proposer plans to use subcontractors to provide any performance under the Contract, the Proposer shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. And shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

### 3. Staff Assignments and Certifications

The Proposer shall provide resumes or job descriptions for all positions assigned to the Contract along with copies of any relevant certifications/licensure for staff that will be providing the on-site services contemplated in this RFP.

#### c. TAB C

##### Required Forms

Proposers shall complete the following forms:

1. The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
2. Completed Application for Vendor Status\*  
(<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
3. Attachment III, Notice of Conflict of Interest
4. Attachment IV, Vendor Contact Information
5. Attachment V, Proposer's Reference Form
6. Attachment VI, Local Preference Affidavit (if applicable)
7. Attachment VII, Subcontracting Form (if applicable)
8. Attachment VIII, Drug-Free Workplace Certification (if applicable)
9. Attachment IX, Certification Regarding Debarment
10. Attachment X, Certification Regarding Lobbying

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

## 3.2 Cost Proposal Submittals

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

Proposal. Inclusion of price information in the Technical Proposal will result in finding the Proposal non-responsive.

### 3.3 Proposal Evaluation and Criterion

Failure to respond, provide detailed information, or provide requested Proposal elements will result in the reduction of points in the evaluation process. The District will reject any Proposal containing material deviations from the RFP. The District may waive any minor irregularities and technicalities. If only one responsive Proposal is received, the Evaluation Team may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C. The evaluation process will be conducted as described below. Evaluation of Proposals will be based on an average of the Evaluation Team Member’s points (for sections evaluated by a committee).

- 3.3.1: **Responsiveness Determination:** Each Proposal will be reviewed by the District’s Purchasing Department to determine if the Proposal meets the mandatory responsiveness criteria as listed in Section 1.4(j) of the RFP. Proposals deemed non-responsive will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a member of the Evaluation Team.
- 3.3.2: **Evaluation:** This step evaluates the strengths of the companies that have responded to the RFP. The Evaluation Team will score the Proposals using the evaluation criterion below.
- 3.3.3: **Cost Evaluation:** The District’s Purchasing Department will review and assign Cost Points based on the formula below:

Cost Component	Weight
Total cost per month for custodial services as specified	20 pts
Cost per square foot for additional negotiated services	10 pts
Stripping and Waxing of Floors	10 pts
<b>TOTAL COST POINTS</b>	<b>40 points</b>

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

$$(N / X) \times \text{Weighted Cost Points Assigned} = Z$$

Where:

- N = Lowest Price (per cost component) received by any Proposal
- X = Vendor’s Proposed Price
- Z = Cost Points Awarded

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

Evaluation Criterion	Maximum Assigned Points
<p><b>CRITERION 1: Business Experience</b></p> <ul style="list-style-type: none"> <li>To what extent does the Vendor's corporate structure and qualifications demonstrate its capability to provide services under a Contract?</li> <li>Financial viability and stability</li> <li>To what extent does the Vendor demonstrate stability in providing prior contractual services?</li> <li>To what extent does the Vendor demonstrate the ability to comply with required licensing requirements, including past licensing issues?</li> <li>To what extent does the Vendor demonstrate stability in providing prior contractual services?</li> <li>To what extent does the Vendor's past performance demonstrate an ability to provide quality refrigeration equipment maintenance and repair services?</li> </ul>	<p>Excellent 30</p> <p>Good 22.5</p> <p>Fair 15</p> <p>Poor 7.5</p> <p>Unsatisfactory 0</p>
<p><b>CRITERION 2: Staffing and Qualifications</b></p> <ul style="list-style-type: none"> <li>To what extent does the Vendor's proposed staff reflect the experience required in this RFP?</li> <li>Does the proposed staff and staffing model appear appropriate to meet the services sought in the RFP?</li> </ul>	<p>Excellent 30</p> <p>Good 22.5</p> <p>Fair 15</p> <p>Poor 7.5</p> <p>Unsatisfactory 0</p>
<p><b>CRITERION 3: Quality of References</b></p> <ul style="list-style-type: none"> <li>To what extent does the Vendor's business/corporate references demonstrate its ability to provide services under a Contract?</li> <li>How well do the Vendor's recent clients compare to the size of scope of the services the District is seeking?</li> </ul>	<p>Excellent 30</p> <p>Good 22.5</p> <p>Fair 15</p> <p>Poor 7.5</p> <p>Unsatisfactory 0</p>
<b>Scored by LCS Purchasing Department</b>	
<p><b>CRITERION 4: COST POINTS</b></p>	<p>Points to be assigned per Section 3.3.3</p>
<p><b>Local Preference (Board Policy 6450)</b></p> <ul style="list-style-type: none"> <li>Leon County Vendors will receive 10 pts.</li> <li>Adjacent County Vendors will receive 5 pts.</li> </ul>	<p>10</p>
<p><b>Small Business Certification (Board Policy 6325)</b></p>	<p>5</p>

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

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

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

Evaluation Team members will assign a score (using **no fractions or decimals**) to each Evaluation Criterion.

### **3.4 Advertising Notice of Board Decision**

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

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

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

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

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

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

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

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

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

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

### **3.7 Small Business Participation**

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

### **3.8 Local Business Preference**

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

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# SECTION 4: Contract Terms and Conditions

## 4.1 Contract Modifications

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

## 4.2 Use by Other Public Agencies

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

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

## 4.3 Travel Expenses

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

## 4.4 E-Verify

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

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

## 4.5 Subcontracts

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



Lunsford Act, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood, and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

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

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

##### **District Contact**

Donald Kimbler

Leon County Schools Safety & Security

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

Phone: (850) 487-7293

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

#### **4.7 Insurance**

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

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

*insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition".*

**4.7.5** Acceptability of Insurance Carriers: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service.

**4.7.6** Verification of Coverage: Proof of insurance must be furnished within fifteen (15) days of award of the Contract.

**4.7.7** Required Conditions: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Leon County, Florida, its members, officers, employees and agents are added as additional insured.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Leon County, Florida.

Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St. Tallahassee, FL 32303

The School Board of Leon County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

**4.7.8** Cancellation of Insurance: Vendors are prohibited from providing services under this Contract with the District without the minimum required insurance coverage and must notify the District within two business days if required insurance is canceled.

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

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

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

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

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

#### **4.9 Independent Contractor Status**

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

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

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

#### **4.11 Assignment**

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

#### **4.12 Force Majeure**

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

#### **4.13 Severability**

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

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

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement.

The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees, and of the general public which is served by the Board, either directly or indirectly, through these services.

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

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

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

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

#### **4.17 Legal Requirements**

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

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

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

#### **4.19 Default**

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

#### **4.20 Termination**

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

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

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

Performance issues will be handled per Section 2.12 of the RFP. If the Contractor does not remedy any performance issues found as a result of the monitoring required by 2.12: 1) they may be terminated upon 24 hours' written notice; and 2) notwithstanding the performance

monitoring timeline set forth in 2.12 where a performance issue is 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 canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

### **4.21 Public Records**

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

maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

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

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

#### **4.22 Indemnification**

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

#### **4.23 Disputes**

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

#### **4.24 Federal Terms and Conditions**

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

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

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

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

1. The prospective lower tier participant certifies, by submission and signature of this Proposal, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J): Certification regarding 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 Proposal, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  2. Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose same.
- k. Procurement of recovered materials (2 CFR §200.322): The non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
- 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**

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



#### **4.26 Discriminatory Vendor List**

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

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

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

#### **4.28 Scrutinized Companies Certification**

The Proposer certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Proposer certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Proposer agrees the Board may immediately terminate the Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Proposal for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

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

## SECTION 5: Definitions

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

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

Attachment I  
 Cost Proposal Form

RFP No. 497-2023 Leon High School Custodial Services

#	Description	Unit of Measure	Unit Price
1.	Total monthly cost for all custodial services as specified in Section 2	Per Month (Aug – May)	\$
2.	Cost per square foot for any additional negotiated services	Per Square Foot	\$
3.	Annual stripping and waxing of floors	Lump Sum Annually	\$

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

\_\_\_\_\_  
 FEIN

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

\_\_\_\_\_  
 Authorized Representative Title

\_\_\_\_\_  
 Authorized Representative Signature

\_\_\_\_\_  
 Date

## Attachment II Required Provisions Certifications

### 1. **Business/Corporate Experience**

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

### 2. **Prime Vendor**

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

### 3. **Meets Legal Requirements**

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

### 4. **Financial Disclosure**

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

### 5. **Federal Debarment**

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

### 6. **Conflict of Interest**

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

### 7. **Statement of No Inducement**

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

### 8. **Statement of Non-Disclosure**

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

### 9. **Statement of Non-Collusion**

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

**10. Scrutinized Companies Certification**

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

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

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

COUNTY OF \_\_\_\_\_ **Authorized 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 \_\_\_\_\_ (Vendor Name).

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

(NOTARY SEAL)

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

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

**Attachment III**  
**Notice of Conflict of Interest**

**Company Name:** \_\_\_\_\_ [Proposers shall complete either Section 1 or Section 2]

**Solicitation Number: RFP 497-2023**

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 Proposal Opening.

<b>Name</b>	<b>Title/Position</b>	<b>Date of Filing</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

\_\_\_\_\_  
**Date**

## Attachment IV Proposer Contact Information

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

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

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

**Attachment V**  
**Proposer's Reference Form**

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

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

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons employed by the District within the past three (3) years.
- Persons currently or formerly employed or supervised by the Proposer or its affiliates.
- Board members within the Proposer's organization.
- Relatives of any of the above.

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



# Proposer's Reference Form

## Reference #1

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

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

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

Primary Contact Person: \_\_\_\_\_ Alternate Contact Person: \_\_\_\_\_

Primary Contact Title: \_\_\_\_\_ Alternate Contact Title: \_\_\_\_\_

Primary Contact Phone: \_\_\_\_\_ Alternate Contact Phone: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_ Alternate Contact Email: \_\_\_\_\_

Contract Performance Period: \_\_\_\_\_ Location of Services: \_\_\_\_\_

**Brief description of the services performed for this reference:**

Overall contract performance:     Poor         Fair         Adequate         Good         Excellent

Would you contract with this Vendor again?    Yes\_\_\_\_\_    No\_\_\_\_\_

\_\_\_\_\_

**Primary Reference Contact Signature**

**Date**

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 \_\_\_\_\_

## Proposer's Reference Form

### Reference #2

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

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

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

Primary Contact Person: \_\_\_\_\_ Alternate Contact Person: \_\_\_\_\_

Primary Contact Title: \_\_\_\_\_ Alternate Contact Title: \_\_\_\_\_

Primary Contact Phone: \_\_\_\_\_ Alternate Contact Phone: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_ Alternate Contact Email: \_\_\_\_\_

Contract Performance Period: \_\_\_\_\_ Location of Services: \_\_\_\_\_

**Brief description of the services performed for this reference:**

Overall contract performance:     Poor         Fair         Adequate         Good         Excellent

Would you contract with this Vendor again?     Yes         No

\_\_\_\_\_

**Primary Reference Contact Signature**

**Date**

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 \_\_\_\_\_

# Proposer's Reference Form

## Reference #3

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

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

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

Primary Contact Person: \_\_\_\_\_ Alternate Contact Person: \_\_\_\_\_

Primary Contact Title: \_\_\_\_\_ Alternate Contact Title: \_\_\_\_\_

Primary Contact Phone: \_\_\_\_\_ Alternate Contact Phone: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_ Alternate Contact Email: \_\_\_\_\_

Contract Performance Period: \_\_\_\_\_ Location of Services: \_\_\_\_\_

**Brief description of the services performed for this reference:**

Overall contract performance:     Poor             Fair             Adequate             Good             Excellent

Would you contract with this Vendor again?     Yes             No

\_\_\_\_\_

**Primary Reference Contact Signature**

**Date**

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 VI**  
**Local Preference Affidavit**

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

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

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

**Proposer Name:** \_\_\_\_\_

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

**County:** \_\_\_\_\_

**Phone of Local 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 VII**  
**Subcontracting Form**

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

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

Prime Proposer Name:

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Type/Description of Goods or Service Subcontractor will provide:

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

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

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

Email address: \_\_\_\_\_

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

Local Proposer per PO6450? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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**Attachment VIII**  
**Drug-Free Workplace Certification**

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

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Name of Business

does:

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

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

Signature of Authorized Officer \_\_\_\_\_

Date \_\_\_\_\_

**Attachment IX**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048**  
**Lower Tier Covered Transactions**

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

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

**(Read instructions on page two before completing certification.)**

**A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;**

**B. Where the prospective lower tier participant is unable to certify to any of the statements in this**

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>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

**Instructions for Certification**

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



Attachment X

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

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

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

**Disclosure of Lobbying Activities**

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

<p><b>1. Type of Federal Action:</b></p> <p>a. contract</p> <p>_____ b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a.</p> <p>bid/offer/application</p> <p>_____ b. initial award</p> <p>c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing</p> <p>_____ b. material change</p> <p><b>For material change only:</b></p> <p>Year _____ quarter _____</p> <p>Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>_____ Prime      _____ Subawardee</p> <p style="padding-left: 150px;">Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b></p> <p><i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i></p> <p><i>(last name, first name, MI):</i></p>	

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