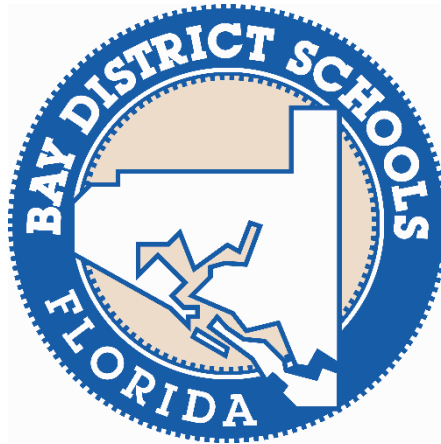


**Request for Proposals
Contract Cleaning Services**



**Bay District Schools
Purchasing Department
1150 West 17th Street
Panama City, FL 32405**

RFP NO. 19-10

RFP TITLE

Contract Cleaning Services

PURCHASING CONTACT

Dan Fuller

**General Manager of Procurement, Contracting
And Materials Management**

E: fulled@bay.k12.fl.us

P: 850-767-4209

OPENING DATE

May 23, 2019, at 2:00 PM CT

DELIVER TO: THE SCHOOL BDS OF BAY COUNTY
PURCHASING DEPARTMENT
1150 WEST 17TH STREET
PANAMA CITY, FL 32405

SEALED PROPOSAL DO NOT OPEN

SEALED RFP NO: RFP #19-10

RFP TITLE: CONTRACT CLEANING SERVICES

DUE DATE/TIME: MAY 23, 2019 AT 2:00 PM CST

SUBMITTED BY: _____
NAME OF COMPANY

Important Dates/Times:

RFP 19-10 Release Date	April 22, 2019
RFP 19-10 Site Visits/Pre-Bid Conference	May 8, 2019 9:30am
RFP 19-10 Questions Due to Purchasing	May 14, 2019 2:00pm
RFP 19-10 Interrogatory Answers	May 17, 2019
RFP 19-10 Proposals Due/Opening	May 23, 2019 2:00pm
RFP 19-10 Recommendation to School Board	June 6, 2019
RFP 19-10 School Board Decision/Award	June 11, 2019 1:00pm

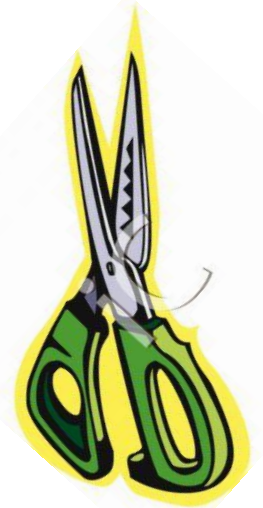


Table of Contents

<u>Section Number</u>	<u>Topic</u>	<u>Page Number</u>
	Proposal Acknowledgement Form	4
	Introduction	5
Section 1	Bid Qualifications	7
Section 2	General Conditions	11
Section 3	Bid Award	17
Section 4	Local Preference	20
Section 5	Public Records	21
Section 6	Insurance Requirements	23
Section 7	Security	25
Section 8	Bid Terms	30
Section 9	Financial – Invoicing, Payments, etc.	34
Section 10	Scope of Work (SOW)	36
Section 11	SOW Contractor Requirements	39
Section 12	SOW Service Requirements	43
Section 13	SOW Service Standards	49
Section 14	Pricing Specifications	55
	ATTACHMENTS	
Exhibit A	Local Preference Claim	57
Exhibit B	Bid Pricing Sheet	58
Exhibit C	Initial Cleaning Pricing Sheet	60
Attachment A	Conflict of Interest Disclosure	61
Attachment B	Public Entity Crimes Disclosure	62
Attachment C	Drug Free Workplace	64
Attachment D	Affidavit Concerning Illegal Aliens	65
Attachment E	Certification Regarding Debarment, etc.	66
Attachment F	Federal Acquisition Regulations References	68

**BAY DISTRICT SCHOOL
PURCHASING DEPARTMENT**

Sealed proposals shall be received at:

Bay District Schools
Purchasing Department
1150 West 17th Street
Panama City, FL 32405
Until: **MAY 23, 2019 at 2:00 PM CT**

Any/all oral, telephonic, facsimile, telex, telegraphic, or electronic;

- Proposals **SHALL not** be accepted, or taken into consideration, with all such proposal being declared invalid and non-responsive to the requirements and specifications listed herein.
- Proposals **SHALL not** be considered after the day and time listed herein.
- Proposals **SHALL not** be withdrawn for a period of Ninety (90) days from the date of the opening.

Tabulations **SHALL not** be provided via telephone or mail. All tabulations shall be posted and made available via the Bay District Schools web site @ www.bay.k12.fl.us listed in the Purchasing Department Section under "The Awarded Bids & Contract".

PROPOSAL ACKNOWLEDGEMENT FORM

COMPANY

MAILING ADDRESS

CITY – STATE – ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

BY: _____

NAME – PLEASE PRINT

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NOTE: THIS PROPOSAL IS NOT VALID UNLESS THIS PAGE IS SIGNED IN INK ON THE ABOVE LINE BY AUTHORIZED REPRESENTATIVE WITH BINDING AURTORITY & RETURNED WITH PROPOSAL.

INTRODUCTION

Definition: The acronym “BDS” is equal to in meaning, have the same definition, intent and use of, in any combination thereof, School Board of Bay County Florida, Bay District School, School Board, and the District as utilized within this bid document and any resulting contracts.

Intent: It is the intent of BDS to enter into a multi-year contract with options to renew, a Fixed-Price with Economic Price Adjustments (FP/EPA) contract, as defined by Federal Acquisition Regulation (FAR 14.408 & 16.203 included as Attachment F) for contracted cleaning services. See paragraph 3.2.

Purpose: The purpose of this solicitation is obtain responses from qualified firms for an optional source of management, supervision, labor, equipment, materials and supplies in provisions of contract cleaning services for various facilities within Bay District Schools (reference “BDS”).

BDS is the public school system for Bay County, Florida comprising of twenty-one (21) elementary schools, five (5) middle schools, five (5) high schools, one (1) K-8 school, one (1) K-12 school, one (1) technical center, two (2) alternative schools, and one (1) charter school. One (1) Administrative, (1) one Wellness Clinic, (4) four Support Offices, with an approximate 20,000 full time students attending our school systems on a daily basis.

Each Facility has the option to outsource its cleaning services, hire directly and/or utilize any combination thereof when it's deemed in it's the best interest to do so. Currently, ONLY (7) seven of the (40) forty BDS schools, administrative and support facilities are utilizing contract cleaning services as listed herein:

Schools:

Bay High School
Callaway ES
Tommy Smith ES

Breakfast Point Academy
Lynn Haven ES

Deane Bozeman School
Mosley HS

Administration and Support Offices:

Nelson Building
Wellness Clinic

R.L. Young Service Center
Student Services Bldgs. #2, 4, 5, 6

Proposal Goals: The successful proposer will be responsible for the provisions of daily cleaning services which fulfills in every respect the specific service goals and objectives listed herein. Proposers shall bear in mind these primary and minimum requirements when assembling their proposals, providing documentation and sufficient proof of:

- Establishment of a compliant and effective cleaning program;
- Improvement and maintaining the overall level of cleanliness for each facility;
- Provision of a quality and consistence cleaning services on a daily basis;
- Provision, installation and maintenance of required equipment at each site;
- Daily practice of successful cleaning techniques based on proven standards currently being utilized within this specific industry;

- Establishment of a structure routine inspection systems to continuously gather input from sites, to ensure acceptable and consistence services are being provide to BDS;
- Establishment of a continuing education, staff development and training programs for all local management, supervisory, project managers and team leads as it relates to requirements of this solicitation, in the provision of daily services, quality control measures and safety procedures;
- Establishment of a consistence and effective recruiting program, in the development of long term staffing plans, company incentives programs, in turn enhancing tenure and retention of qualified employees;
- Establishment of a viable and consistence method, which accurately determines the level of customer satisfaction, as well as remedial steps for corrective action for any issue of non-performance.

Pre-Conference: A pre-proposal conference is scheduled for **May 8, 2019 @ 9:30 am** in the Media Service Center, Meeting Room #1, M116 located at 1140 West 17th Street, Panama City, FL 32405. Please arrive on time as we will not address or cover information twice, with the conference **being officially closed to all late comers at 9:40 am sharp.** The purpose of the conference is to assist interested Contractors in having a complete clear and full understanding of terms, requirements, conditions and specifications of the bid. This meeting is non-mandatory and attendance is highly recommended. Attendance at the conference shall only be evident by the representative's signature via the attendance roster, with each company being limited to only *three (3)* company representative participating.

Additional Site Visits: Facilities plans and square footages for sites currently utilizing contract cleaning services are provided herein. Prospective bidders desiring to visit any and all facilities, observe current conditions, shall only arrange these visits by contacting the BDS, Contract Manager. With any and all unscheduled, independent and un-escorted visits being strictly prohibited, **Pursuant to Florida Statute: 810-09,** with such violations being sufficient grounds for, rejection, disbarment and/or legal action as allowed by any applicable policy, statute and law.

Point Of Contact: For information concerning procedures for responding to this bid, or information concerning the scope of services and/or requirements, with all such contact being made **via email only,** to Mr. Dan Fuller, General Manager of Procurement, Contracting and Materials Management, Bay District School Purchasing Department, @ fulled@bay.k12.fl.us

Questions Period: All questions and inquiries concerning this solicitation shall be received via email, no later than **May 14, 2019 @ 2:00 PM CST. Only the question and inquiries received via email shall be reviewed, compiled and responded to. No phone calls shall be accepted before or after this time frame listed herein.** A compilation of all emailed questions, inquiries, with their official responses shall be issued via addendum no later than **May 17, 2019 @ 4:00 PM CST.** It is imperative each Contractor carefully examine all specifications, terms and conditions contained within the solicitation and to fully understand all items hereto. No interpretation of the meaning or contents of the solicitation, no correction of any actual or apparent error, ambiguity, and inconsistency therein, shall be made to any proposer orally, whether technical, procedural or otherwise.

Addenda: It shall be the sole responsibility of the Contractor to insure they have all addenda's associated with this solicitation. All addenda's shall be posted on BDS website:

www.bay.k12.fl.us/bids and only emailed directly to approve Contractors. All addenda shall be acknowledged, requiring signature by an official with binding authority and returned with solicitation, unless instructed otherwise. Failure to acknowledge any issued addenda may result in rejection of the bid in question. The issuance of a written addendum shall be the only official method by which any points of clarification or additional information shall be issued.

Lobbying: As mandated by School Board Policy, Chapter 6, Section IV, paragraphs (G)-(H): Once a competitive solicitation is released, no bidder or individuals acting on behalf of the bidder shall lobby District personnel or School Board members. The Lobbying School Board members or any District personnel may result in disqualification and rejection of said solicitation. For purposes of this policy, "lobbying" is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a Board member or District personnel after the release of the solicitation and prior to time that an award recommendation is posted. Communications with the Purchasing Department referenced point of contact, regarding clarifications of solicitation terms, conditions, or specifications will not be considered as "lobbying".

Acknowledgement of Proposal: By submitting a response to this RFP vendors are acknowledging that they have read the specifications and conditions provided in the RFP and their proposal is made in accordance with the provisions of these specifications and is in full agreement with and shall be legally bound to as required and set herein.

Alternate and Secondary Contracts: In the event the bidder receives an award under this solicitation. The bidder shall provide the specified services, in accordance with all terms, requirements, conditions and specifications of this solicitation, without the submission of any alternate or secondary contracts being submitted by the vendor. By virtue of submitting a bid, the vendor agrees to not submit to the District or employee, for signature, any documents or contracts which contains any different terms and conditions than those specified herein, with all others documents being legally non-binding to the District.

Contract Document: With acceptance of award by the Contractor, completion of negotiations and approval by the Board. The bid document, addendums, award letters and all corresponding documentation shall constitute the only complete and binding contract and agreement with the Contractor.

1) QUALIFICATIONS:

- 1.1 Qualifications:** Only responsible and compliant Proposers, with knowledge and expertise in managing contract cleaning services shall be taken into considered for possible award. Contractor shall have prior experience, of **acceptable and satisfactory performance** from existing and previous contracts of similar scope and size, with no less than (1M) one million total square feet of serviceable areas per contract in the provision of specified services rendered to school districts, governmental agencies and public entities.

Qualified proposers shall have adequate organization, infrastructure, capital, managerial and administrative personnel and necessary resources to ensure **prompt, acceptable, efficient and satisfactory service to BDS. State experience and qualifications of the firm and at a minimum shall provide:**

- 1.1.1. **Organization Description:** A narrative letter which profiles your company's ability to manage multiple sites, stating qualifications, experience, capabilities for an educational and institutional contract of this size and type.
 - 1.1.2. **Location of Corporate and Branch Offices:** As it would be applicable to this specific region and area of the State of Florida.
 - 1.1.3. **Corporate History:** Proposer shall provide sufficient information, data and documentation to fully explain and demonstrate its corporate history over the last five (5) years within this specific field of service.
 - 1.1.4. **Current Business License:** Contractor shall possess all applicable business licenses required to perform services under this solicitation. Copy of current and previous year's business licenses (2 total) from proposer, shall be submitted with the proposal. All licenses must have a minimum classification of: "Cleaning Service Contractor" or similar category. Either a state or county occupational license will be acceptable. All licenses shall have current name and address of Contractor. If Contractor has moved since the issuance of the license, a written explanation shall be submitted along with solicitation.
 - 1.1.5. **Financial Information:** Contractor shall submit year-end financial information from the last three (3) years, demonstrating the financial well-being of the organization. Financial information may be either accounting audits, profit & loss, balance sheets, business or corporation income tax returns prepared by a third party. Financial Information may be submitted in a sealed confidential envelope with bid, clearly labeled with the Contractor name and marked "Confidential Financial Information Enclosed". BDS will only open such information if the bid is being taken into consideration based upon the evaluation criteria set herein. Financial information may be returned, after award has been made, upon request of the Contractor Failure to submit financial information may result in rejection of bid.
 - 1.1.6. **Previous Experience:** A proposer's previous experience with BDS shall be taken into account when evaluating the responses received. Proposer shall provide a description of all previous experience with BDS, scope of work, sites and all key personnel involved. Solicitation may be rejected solely based on the Contractors overall past performances with BDS.
 - 1.1.7. **Legal Actions:** Describe in detail any and all current or previous legal actions naming the firm as a primary or secondary party, along with reason and statement as related to any such circumstance or actions in the past (3) three years.
 - 1.1.8. **Information:** Proposer may submit any additional information it deems necessary to further demonstrate its experience and qualifications
- 1.2 Personnel:** Provide the names and resumés of all key individuals who will be assigned directly and/or indirectly, supervising, managing the specified services, required work under this contract, staff qualifications as listed herein and shall at a minimum include:
- 1.2.1. **Corporate Administrator:** Proposer shall include a Corporate Director or Administrator assigned as the individual, serving as the main corporate point of contact, overseeing all aspect and administration of the contract. Minimum of one (1) Director shall be assigned to this contract.
 - 1.2.2. **Regional Administrator:** Proposer shall include a Regional Director or Administrator assigned as the individual, serving as the main regional point of contact,

overseeing, supervising and directing daily operations within BDS. Minimum of one (1) Director shall be assigned to this contract.

- 1.2.3. **Project Administrator:** Proposer shall include a Local Director or Administrator assigned as the individual, serving as the main local point of contact, overseeing, supervising and directing daily operations within BDS, for the purpose of reporting problems, schedule changes, performance evaluation, quality control services, required meetings, etc. Minimum of one (1) full time Local Director shall be assigned to this contract.
- 1.2.4. **Project Managers:** Proposer shall include a Local Supervisor or Project Managers assigned as the individuals, serving as the backup local points of contact, overseeing, supervising and directing daily operations within BDS. Minimum of two (2) full time Local Supervisors shall be assigned to this contract.
- 1.2.5. **Site Supervisors:** Proposer shall include a Local Site Supervisor, assigned as the individuals, serving as the backup local points of contact, overseeing, supervising and directing daily operations within BDS. Minimum of one (1) per site or as many as needed depending site square footage and services areas assigned to this contract.
- 1.2.6. **Staff Information:** Proposer shall include any additional information and description of any other administrative, supervisory or managerial staff members that will be utilized in the implementation and operation of the services provided herein.
- 1.2.7. **Assignments:** All Administrators, Directors, Supervisors, Project and Site Managers shall only work and be assigned to BDS in the provision of any and all services specified herein. Violation of this requirements shall be sufficient grounds for immediate dismissals of the employees in question and/or termination of the contract, with such decision being made at the sole discretion of BDS.

1.3 References: List of previous and current educational, institutional and commercial cleaning for contracts of similar size and scope of work you have successfully, currently and/or previously worked under during the last (5) five years. Failure to submit requested references may result in rejection of proposal. References at a minimum shall be five (5) for each current and previous contracts references, and shall include the following:

- 1.3.1. **School District:** Proposer must present a minimum of three (3) school district references, located in the United States, for which they were the primary supplier of similar size contract for cleaning services for within the last three (3) years.
- 1.3.2. **Governmental / Other Entity:** Proposer must present a minimum of two (2) references for which they were the primary supplier of similar cleaning services for within the last three (3) years. It is preferred that at least one (1) of these references be a governmental agency.
- 1.3.3. **Optional:** Proposer may present additional references for possible consideration.
- 1.3.4. **Requirements:** All reference shall at a minimum include the following information:
 - Agency name
 - Address
 - Point of contacts
 - Job title

- Phone numbers
- E-mail addresses
- Contract current, previous with starting, extension and ending dates.
- Building and site Information, square footage cleaned
- Other information deemed relevant.

1.4 Human Resources: Proposer shall provide sufficient evidence and supporting documentation as related to its Human Resource Department, policies, procedures, documentation other information pertinent to the specified services herein and shall at a minimum include but not limited to:

- 1.4.1. **Hiring Process:** Description of its intent to hire staff and employees. Including any recruiting tactics, hiring process, and previous experience in the hiring of large number of employees for a contract of this size and type.
- 1.4.2. **Training:** Policies, procedures, and plans for training of staff and personnel for the specified services herein.
- 1.4.3. **Salary Schedule:** Applicable salary schedules as it relates to and in comparison of the specific labor markets within Bay County Florida.
- 1.4.4. **Taxes & Regulations:** Evidence of compliance, in meeting or exceeding all Tax Codes, Ordinances, Laws, and Federal Regulation for Minimum Wage.
- 1.4.5. **Benefits Package:** Supporting information and documentation of the company's benefits package, which clearly defining selections and options available to its employees.

1.5 Scope of Services: Propser shall state its complete and full understanding of its approach to the specified services, overall goals and project objectives, based on the information provided herein (Sections 10-13) and by each site shall at a minimum include:

- 1.5.1. Staffing Levels and Recommendations
- 1.5.2. Staffing Organizational Chart
- 1.5.3. Equipment Listings & Recommendations.
- 1.5.4. Chemical Listing & Recommendations.
- 1.5.5. Supply Listing & Recommendations.
- 1.5.6. Cleaning Schedules, daily, weekly, bi-weekly, monthly, semi and annually
- 1.5.7. Service Rotation, weekly, bi-weekly, monthly
- 1.5.8. Floor Cleaning and Buffing Scheudles, weekly, monthly

NOTE: The information requested in "Scope of Services" shall be as accurate as possible, in turn offering a full discription and complete understanding of all requirements listed herein, with any and all such information being a major consideration in the evaluation and award process.

1.6 Web Based Quality Control: Provide system and operational information of a web based reporting, quality control and inspection system and its applicability to this scope of work. The system shall have the ability to be unloaded, formatted and configured to the specific needs of the district, in turn serving as the only official method of communication, inspection, monitoring and reporting as related to these services. BDS may request for temporary use of and sign on privileges for any such systems as it deems necessary, with any resulting information being included as part of the evaluation criteria and process. Proposer shall also submit its plan or quality control program insuring acceptable, consentience, quality services are provided at all times. Please include any quality control parameters and describe what input or effort is required upon BDS assisting in the quality

control program. Also, further discuss your policies or procedures for resolving any quality control issues, providing specific information, details and literature as necessary.

- 1.7 **Standard Cleaning Procedures:** Provide information, documentation, systems and operational information of your company standard cleaning procedures and at a minimum and its applicability to the scope of work specified herein. With any and all resulting information being included as part of the evaluation criteria and process.

2. GENERAL CONDITIONS:

- 2.1 **Cone of Silence:** Any Contractor or lobbyist for a Contractor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, Superintendent or BDS personnel, after the Purchasing Department releases the solicitation to the general public. This "Cone of Silence" shall go into and remain in effect from the time of the release solicitation until the Contract is awarded by the BDS. All communications regarding this solicitation shall be directed to the designated Purchasing Department point of contact unless so notified otherwise. Any Contractor or lobbyist who violates this provision may result in rejection or disqualification of said solicitation.
- 2.2 **Lobbying:** For purposes of this policy, "lobbying" is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a School Board Member, Superintendent or BDS personnel after the release of the solicitation and prior to the time that an award recommendation is posted. Communications with the Purchasing Department referenced point of contact regarding clarifications of solicitation terms, requirements, conditions, or specifications, as directed herein will not be considered as "lobbying".
- 2.2 **Prohibition of Gratuities:** By submission of a proposal, a Contractor certifies no employee of the BDS has or shall benefit financially or materially from any such proposals and/or subsequent contracts. Any contracts issued as a result of this solicitation may be terminated immediately if its determined gratuities of any kind were offered or received by any of the persons listed herein.
- 2.3 **Examination of Documents:** Bidders shall assume sole and full responsibility to thoroughly examine said specifications, documents and all other materials referenced herein, conducting such investigations and visits as may be necessary to thoroughly inform themselves regarding the existing conditions, relative to full compliance with the specifications listed herein. No plea of ignorance on the part of the Bidder of conditions existing and/or hereafter existing, as a result of failure or omission to make said investigations and visits, and failure to fulfill in every detail of these specification and documents promulgated herein, shall be accepted as a basis for varying the requirements of BDS and/or compensation of the Contractor.
- 2.4 **Omission:** The apparent silence of this specification and any addendum regarding any omission from a detailed description and/or concerning any point specified or listed herein, shall always be regarded as meaning only the best available units shall be provided, best commercial practices prevail, and only materials and workmanship of first

quality be utilized . All interpretations of this specification shall be made upon the basis of this agreement.

- 2.5 Response:** The contents of this solicitation, terms, requirements conditions, and specifications listed herein and awarded response shall be incorporated into an agreement to purchase services and become legally binding to all the parties involved.

- 2.6 Submissions:** Proposals not conforming to the instructions provided are herein subject to rejection or disqualification at the sole discretion of BDS. The Contractor by submitting a proposal indicates acceptance and agreement to all terms, requirements, conditions and at a minimum shall provide and/or represents:

- 2.6.1. All proposals shall be submitted in a sealed envelope or package, clearly labeled as directed.
- 2.6.2. All proposals shall be typed, written and/or signed in ink, utilizing all attached forms where applicable, with all spaces requesting information being completed.
- 2.6.3. All original proposals shall contain a manual signature, in ink, by authorized representative with binding authority, indicating agreement to all provisions and specifications listed herein.
- 2.6.4. **Shall provide with solicitation proposal, two (2) hard-copy manually signed with original one (1) signed in ink**, with all required documentation of the solicitation being submitted.
- 2.6.5. Please note that it is not necessary to return every page of this solicitation with the proposal; return only the pages that provide require or request information, signatures and back-up documentation. .
- 2.6.6. **Shall Provide with solicitation, proposal, Six (6) electronic copies** of submittal with any and all documentation of proposal must be submitted on six (6) Separate Flash Drives. Please note the solicitation number and/or name of proposer on each drive.
- 2.6.7. If confidential materials are required and submitted. The Contractor shall be submitted via additional Flash Drive with confidential material in a separate sealed envelope and label with solicitation number, name of Contractor and marked "CONFIDENTIAL".
- 2.6.8. Neither BDS nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this solicitation. Contractor (s) should prepare their proposals simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the solicitation.
- 2.6.9. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be made by strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s) and initialing of the correction(s) by the originator. Correction fluid of erasure corrected bids will be considered non-responsive for the corrected items only. Also, the use of erasable ink or pencil is not permitted.

- 2.7 Joint Proposal:** In the event multiple proposers submit a joint proposal in response to this solicitation, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, the Prime Vendor shall include, but not be limited to:

- 2.7.1. Include the name and address of all parties of the joint proposal.
- 2.7.2. Provide all bonding and insurance requirements
- 2.7.3. Execute any Contract, complete any and all require paperwork and signature pages.
- 2.7.4. Retains overall and complete accountability, to file any or final notice of protest, resolve any and all dispute arising within this contract as described herein.
- 2.7.5. Only a single contract with one proposer shall be acceptable.
- 2.7.6. Performing of overall contract administration.
- 2.7.7. Preside over other proposers participating or present at District meetings.
- 2.7.8. Oversee preparation of reports and presentations.
- 2.7.9. Prepare and present a consolidated invoices for services performed.
- 2.7.10. BDS shall issue only one check for each consolidated invoice to the Prime Vendor.
- 2.7.11. Prime Vendor shall remain solely responsible for the performance of specified services listed herein.

2.8 Performance Bond: The Contractor shall furnish BDS with a performance bond in the amount of twenty (20%) percent of the total annual cost of the resulting contract and shall also be in compliance with and provide coverages for:

- 2.8.1. Any additional amounts as may be required by any increase or changes thereof, containing all obligations as required by Florida Law and executed by a surety company to the satisfaction of BDS.
- 2.8.2. Licensed to do business in Florida.
- 2.8.3. Policyholder's shall carry a rating of "AM Best Rating" via-
<http://www.ambest.com> or as listed in the current Best's Insurance Guide.
- 2.8.4. Once approved by BDS, Contractor shall be responsible for recording the Bond with the Clerk of Courts.
- 2.8.5. The performance provisions shall extend as a maintenance guarantee for one year from final payment.
- 2.8.6. Fulfilled all previous obligations to BDS.
- 2.8.7. Contractor shall deliver the required bond to BDS not later than fifteen (15) calendar days from the issue of the notice of award, with update as necessary for the duration of the contract terms and renewal periods.
- 2.8.8. Contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power.
- 2.8.9. Bonds shall be issued and covered by a single Surety Company.

2.9 Opening: Solicitations will be publicly opened in the Purchasing Department, read aloud and recorded on May 23, at 2:00 PM CST. Contractor(s) may, but are not required to attend. BDS shall not announce prices or release other materials pursuant to Florida Statutes: 119.07 with only the names of the responding firm(s) and their locations will be read. Solicitations will be analyzed, tabulated, and recommendations made, in which the School Board intends to make awards for projects more than \$50,000. Tabulation sheet and related information shall be posted at the Bay District Schools, Purchasing Department, located at 1150 West 17th Street, Panama City, Florida 32405, as well as on-line at www.bay.k12.fl.us/purchasing. Notification to all participating Contractors shall be made via e-mail only, with the date and time of the posting,

constituting the official time of notification.

- 2.10 Identical/Ties:** In accordance with Bay District School Board Policies, Section 6.101, - Identical and/or tie bids, preference shall be given to local businesses, or if there is none, to businesses who have the best performance record and/or by casting lots (e.g. coin toss).
- 2.11 Protest:** Pursuant to Florida Statute: 120.57-3, Specifications, Tabulations and Recommendations of Awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either on the specifications or intended awards within the time described in accordance with the referenced Statutes and/or failure to post bond, shall constitute a waiver of all said proceedings.
- 2.12 Withdrawal:** Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn shall constitute an irrevocable offer and good faith negotiations for a period of ninety (90) days, for the provisions of the specified services to BDS, with all subject to Board approval, establishing a binding and mutually agreeable contract for all parties involved.
- 2.13 Rejection:** Pursuant to BDS, Board Policy, Chapter-6 IV and Florida Statue 287-042:1B. The Bay District School Board reserves the right to waive all formalities to accept, reject, any/all, bids, proposals, responses, and/or any combinations thereof, deemed not in the best interest of the District, while reserving the rights to:
- 2.13.1. Re-advertisement for proposals or to bid separately any projects, deemed in the best interest of BDS.
 - 2.13.2. Reject all non-conforming proposals.
 - 2.13.3. Cancel this solicitation and/or any portions thereof, without penalty.
 - 2.13.4. Reject proposals considered to be priced unreasonably low, declare them non-responsive and/or take them into consideration. Determination of "Priced unreasonably low" shall be at the sole discretion of BDS.
 - 2.13.5. Reject proposals containing alternative or additional terms, requirements, conditions and specification contradictory to those listed herein.
 - 2.13.6. Failure to provide requested attachments, documentation and/or completed forms shall be grounds for possible disqualification or rejection of proposal.
- 2.14 Collusion:** The District reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or any illegal practices upon the part of the Contractor. Any bids from individuals, partnerships, corporations, associations, firms, or other legal entity under the same and/or different names shall not be considered for possible award. The District having reasonable grounds for believing the Contractor has interest in one or more bids, is sufficient cause for rejection of all bids in which they are believed to have interest in. Any or all bids shall be rejected if there is any reason to believe that collusion exists among the Contractors.
- 2.15 Conflict of Interest Disclosure:** Pursuant to Chapter 112.313, Title X, Florida Statute and BDS, Board Policy Chapter 6 Section 3.132. Any award subject to provisions of the referenced policy and law stated herein. Any/all Contractor s shall disclose with their bid the

name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all Contractor s must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches. Contractor shall execute and fully complete. **Attachment-A: Conflict of Interest Statement** and submit with proposal.

- 2.16 Convicted Vendor:** Proposers shall be fully aware of the provision Title XIX, Part 1, 287.133- Section (2)(a) Florida Statutes which reads as follows: "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 on a contract to provide any goods or services 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 in excess of the threshold amount provided in section Title XIX, Part 1, 287.017, Florida Statute, Category two (2) for a period of (36) thirty six months from the date of being placed on the convicted vendor list.
- 2.17 Public Entity Crime:** Pursuant to Title XIX, Part 1, 287.017 & 287.133 Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime 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 public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or be a 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 for Category Two (2) for a period of 36 months from the date of being placed on the convicted vendor list. Contractor shall execute and fully complete. **Attachment-B: Public Entity Crime** and submit with proposal.
- 2.18 Drug Free Workplace Certification:** In accordance with Title XIX Chapter 287.087, Florida Statutes, whenever two (2) or more proposals, or replies that are equal with respect to price, quality, and service are received by a Contractor for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, Contractor shall execute and fully complete. **Attachment-C: Drug Free Workplace Certification Form** and submit with proposal.
- 2.19 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not receive award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 2.20 Unauthorized/Illegal Aliens:** BDS shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Title XXXI, Chapter 448.09(1) Florida Statute. Such violation shall be cause for immediate termination of contracts. Contractor shall execute and fully complete; **Attachment-D: Contractor's Affidavit Concerning Illegal Aliens** and submit with proposal.

2.21 Debarment: Any/all Contractors receiving awards, using federal funds, and all subcontractors; certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Reference; Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, amended, and 38 USC 4212 – The Vietnam Era Veterans’ Readjustment Assistance Act of 1974. Contractor shall execute and fully complete; **Attachment-E: Debarment Form** and submit with proposal.

2.22 Hold Harmless & Indemnification: Contractor shall indemnify, save harmless and defend BDS, its appointed officials, its employees, agents, volunteers and others working on behalf of BDS, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against BDS, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor’s Contract.

2.23 Governing Laws and Venue: In the event that the awarded proposer(s) should breach this contract BDS reserves the right to seek any/all remedies by law and/or in equity and shall insure, with each party hereby agreeing to submit to:

- 2.23.1. All legal proceedings brought in connection with this Contract shall only be in the state or federal court in the State of Florida and within a venue in Bay County, Florida. Upon the submittal of a proposal all parties hereby accepts, agrees to and shall comply with all said requirements and conditions listed herein.
- 2.23.2. Personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
- 2.23.3. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

2.24 Additional Information: BDS reserves the right to request any additional information, after the solicitation opening, to further clarify, explain and confirmation of any information submitted with the proposal.

2.25 Clarification: BDS reserves the right to allow for the clarification of questionable entries

and the correction of any obvious mistakes.

2.26 Disputes: In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of BDS shall be final and binding on both parties.

2.27 Special Conditions: In the event any conflict exists between the Special and General Instructions to the Contractor, the Special instructions shall always have precedence.

2.28 Unauthorized Sources: Contractor s shall be disqualified and proposal rejected who solicit, receive, and utilize unauthorized sources, supplemental instructions and information concerning this solicitation. Any information acquired by any other means than described herein shall be declared inadmissible in the configuration of a responses, proposals, bids, considered in the evaluation process and/or in any and all dispute proceedings.

2.29 Misrepresentation: All information submitted are material and important and shall be taken into account when awarding this solicitation. Any misstatement, omission or misrepresentation shall be treated as a fraudulent concealment of true facts as related to the submission of this solicitation. A misrepresentation shall be sufficient grounds to reject or disqualify the proposer from this solicitation, and/or any re-solicitation pertaining to this subject matter and shall be punishable under law, pursuant to Title XLVI, Chapter 817 Florida Statutes.

2.30 Interpretations: BDS shall not considered and/or accept any unnecessary information or personal interpretations of any kind in the provisions of the services specified herein. When and if this becomes evident, and regardless of circumstance or situation. BDS shall declare such interpretations "Non-Binding", in dealing with any and all issues of compliance, non-compliance and/or performance by the Contractor. In such situations, BDS shall only utilize or reference the awarded bid specifications, which is applicable and contractually "Binding" to all parties involved.

2.31 Review of Compliance: At any time, when deemed necessary by BDS, may also mandate a complete review and formal assessment of the Contractors abilities in maintaining acceptable levels of service and compliance for the duration and remaining terms set herein.

2.32 Definition: The word, vendor(s), Contractor(s), agent(s), are, and shall be, equal to, have the same meaning, definition and intent.

2.33 Definition: The word, Bid(s), offer(s), proposal(s), quote(s), are, and shall be, equal to, have the same meaning, definition and intent.

3) AWARD:

3.1 State Review: Based on the guidance, and in accordance with Florida Statute 1010.04. If applicable, purchasing agreements and state term contracts available under Florida Statute 287.056 have been considered and reviewed by the Bay District Schools, Purchasing Department.

Initials: DF **Date:** April 8, 2019.

3.2 Intent of Award: It is the intent of BDS to award this solicitation to the most responsive, responsible proposal representing the best value, with sufficient qualifications, references, products and services, which at a minimum meets or exceeds the terms, requirements, conditions and specifications of this solicitation. In determining such representations the following Florida Statutes and definitions shall apply;

- 3.2.1. **FS: 287.012(26): Responsive Vendor:** means a vendor that has submitted a bid, or proposal, or reply which conforms in all material respects to the requirements of the solicitation.
- 3.2.2. **FS: 287.012(24): Responsible Vendor -** means a vendor who has the capability in all respect to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 3.2.3. **FS: 287. 012(4): Best Value -** means the highest overall value to the state based on all applicable objected factors including, but are not limited to, price, quality, design and workmanship.
- 3.2.4. **Reference:** A formal and verifiable statement concerning a person, entity, firm, or companies qualifications, dependability, integrity, reputation and character.

3.3 Awards: Awards shall be made in the best interests of the District, while herein reserving the right to and shall:

- 3.3.1. Successful bidder(s) shall be notified via email of intent to make award. Upon the receipt of this notice, **within (7) seven working days,** bidder(s) shall sign and return said notice, indicating acceptance and in agreement to respond, per the terms, conditions and specifications of the bid.
- 3.3.2. Withdraw a bid/proposal at any time prior to the time and date specified herein.
- 3.3.3. Reject any or all proposal received.
- 3.3.4. Reject any or all non-conforming proposal received.
- 3.3.5. Reject any or all proposals received, which have been determined to be unrealistic and/or priced unreasonably low, shall be declared non-responsive and ineligible for consideration, with all such decisions binding and at the sole discretion of BDS.
- 3.3.6. Accept or reject any item or group of items unless qualified by Bidder.
- 3.3.7. Provide a cost per square foot, or, applicable cost per hour in the provision of services in accordance with bid specifications, terms and conditions. Prices shall be entered on the Bid Sheets.
- 3.3.8. Acquire additional quantities at prices quoted, unless additional quantities are not acceptable, in which the bid sheets shall note bid is for the specified quantity only.
- 3.3.9. Reserves the right to award contract to a single or multiply contractor, for services specified herein, at the District sole discretion, as deems necessary, in its best interest, with the highest score or rated proposals.
- 3.3.10. Solicitation does not commit BDS School Board to make award or be responsible for any cost or expense incurred by any Contractor prior to the execution of a contract agreement.
- 3.3.11. Obligations of BDS under an award of this solicitation shall be subject to the availability of funds lawfully appropriated for its purpose and all contingent upon funding.

- 3.3.12. Any and all award(s) made as a result of this solicitation shall conform to all applicable School Board Policies, State Board Rules, and State of Florida Laws and Statutes.
- 3.3.13. Reserves the right to award only a portion of the items and/or services specified listed herein, and/or if it's deemed to be in the District best interest.
- 3.3.14. Contractor may be disqualified from receiving awards if anyone in its employment, has previously failed to perform satisfactorily in connection with any K12 and/or public entity bidding or contracts.

3.4 Proposal Evaluation Process: This solicitation is part of a competitive procurement process, determining the overall best value serving in the best interest of BDS. An Evaluation Committee, consisting of five (5) appointed BDS personnel, will convene, review and discuss all objective factors of the proposals submitted. The Evaluation Committee will then assign points to each proposal in the evaluation process pursuant to the criteria listed herein, in determining the most advantageous and overall best value to BDS.

- 3.4.1. **Presentations / Interviews:** Based each proposal's total evaluation points, BDS shall short list and select the top three (3) highest ranked companies. The evaluation committee reserves the right to invite the top ranked proposers to make presentations and/or conduct interviews with key personnel and the evaluation committee, prior to any recommendation of award being made. All Proposers should be prepared to present in the event they are selected within this ranking process, with any associated cost being at the sole responsibility of the Proposer. The evaluation committee will then again rank the proposals following presentations. The overall ranking from the first round will not carry over to the presentation round.
- 3.4.2. The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools and if in agreement will make a recommendation of award to the Board. The School Board will then vote on and issue the final approval to award or reject any such recommendation.
- 3.4.3. If a recommendation is issued, Companies Administrators, Representatives and key personnel shall be required to attend the appropriate board meeting in which the recommendation is being presented, in the event a School Board Member may have any questions, concerning this agenda item.

3.5 Evaluation Criteria: Proposals meeting qualifications and found to be in compliance with all terms, requirements, conditions and specifications of this solicitation, shall be evaluated and possibly considered for award. The evaluation criteria shall assigned and/or deducted points, in units of five (5) points per action and not exceeding the maximums points listed herein, while also reserving the right;

- 3.5.1. To be considered for selection, Contractor shall submit a complete and responsive proposal utilizing the format provided herein. The Contractor shall provide sufficient detail and documentation necessary to demonstrate their qualification and capabilities in the provisions of the services specified herein, in addition to establishing levels of accountability, integrity and reliability assuring satisfactory performance of this contract;
- 3.5.2. In the negotiations for further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually

beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until an agreement is reached and/or a decision to reissue the solicitation.

- 3.5.3. To inspect the facilities and/or investigate the primary organization; take any necessary action to determine the legitimacy, solvency of the Company and verification of its ability in the provision of the specified services herein. Within such determination of ability and/or inability, to meet or exceed compliance with all specifications listed herein, remaining with and at the sole discretion of BDS.
- 3.5.4. A proposer's previous experience with BDS, shall be taken into account when evaluating the responses received. If applicable, Proposer shall provide a brief description of all previous experience with BDS, description of services provided, including sites and any key personnel involved. Any proposals from previous Contractors may be rejected solely based on their past performances with BDS.

Evaluation Criteria	Maximum Points
Firm/Staff: Qualifications and Abilities	20
Firm/Staff: Educational and Governmental References	20
Firm/Staff: Experience and Tenure	20
Firm: Capital and Solvency	15
Firm: Human Resources, Employee Benefits, Recruiting	10
Project: Pre-Conference Attendance	5
Project-Pricing	25
Project-Staffing Levels	25
Project-Quality Control, Cleaning Procedures and Training	20
Project-Scope of Services, Ability of Compliance	40
Total Possible Points	200

4) LOCAL PREFERENCE:

4.1 Local Preference in Purchasing: Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services, including construction bids, through formal sealed competitive solicitations, the School District may give a preference to local businesses in making such purchase or awarding such contract, shall be as follows:

- 4.1.1. Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall have the opportunity to submit to match the price offered by the overall lowest, qualified and responsive non-local Contractor if their bid is within five percent (5%) of the overall lowest, non-local price.
- 4.1.2. Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local Contractor if their bid is within three percent (3%) of the

- overall lowest, non-local price.
- 4.1.3. Preference in request for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local business by adjusting the total score of the qualifying local business, as follows:
- 4.1.3.1. Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).
 - 4.1.3.2. A qualified and responsive Local Business that does not have a principal place of business located within Bay County, and which meets all of the criteria for a Local Business, shall be given preference in the amount of three percent (3%).
 - 4.1.3.3. Notice. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.
- 4.1.4. Certification. Any vendor claiming to be a Local Business as defined herein shall so certify in writing to the purchasing department. The certification shall provide all necessary information to evidence that the vendor meets the requirements to qualify as a Local Business. The purchasing department shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a Local Business. Local Business definition, for the purposes of this section, "Local Business" shall mean:
- 4.1.1. Has had a fixed office or distribution point located in and having a street address within Bay County for at least six (6) month's immediately prior to the issuance of the request for competitive bids or request for proposal by the District
 - 4.1.2. Holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

If Applicable, Proposer shall execute preference on the bid form:

5) PUBLIC RECORDS:

- 5.1 **Public Records:** Pursuant to subsection 119.071(1)(b) Florida Statutes, "sealed bids, proposals or replies received by the District pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the District provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.
- 5.1.1. All bid documents or other materials submitted by the Contractor in response to this solicitation will be open for inspection, upon request, by any person and in accordance with Chapter 119, Florida Statutes. Only trade secrets as defined in Title X, Section 812.081, Florida Statute shall be exempt from such disclosure.
 - 5.1.2. BDS has the right to use any or all documents, submittals, ideas presented in any response to this solicitation, with selection or rejection of a submittal not

affecting this right.

- 5.1.3. If BDS rejects, cancels and intends to reissue a solicitation. Then all proposals or responses submitted, shall be exempt from public records, and returned unopened.

5.2 Public Records Notice: AS REQUIRED HEREIN, IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION OFFICE AT 850-767-5281, 1311 BALBOA AVE., PANAMA CITY, FL 32401.

Contractor is required to comply with the FL Public Records Law, Chapter 119, F.S., in the performance of its duties under this contract and will specifically:

- 5.2.1. Keep and maintain public records required by the School Board to perform the service.
- 5.2.2. Upon request from the Boards custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes.
- 5.2.3. 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 if the Contractor does not transfer the records to the District.
- 5.2.4. Upon completion of the contract, transfer, at no cost to the District, all public records in possession of the vendor or keep and maintain records required by Board. If all records are transferred, any duplicates will be destroyed by contractor. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the District.
- 5.2.5. Failure of the contractor to comply with the provisions set forth shall constitute a default and material breach of this agreement, which may result in immediate termination, with no penalty to the District.

5.3 Confidentiality: Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119: Florida Statutes. Information obtained in response to this SOLICITATION which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District. Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information will be open for inspection by any person in accordance with Chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from Chapter 119, Florida Statutes, proposer shall

specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by - proposer and proposer has claimed certain materials to be confidential and exempt from Chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from Chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

6) INSURANCE:

6.1 Within Seven (7) working days of notice of award and before doing any work, Contractor(s) shall provide Certificates of Insurance evidencing that the following mandatory coverage's are in force. Policies shall remain in force for the duration of the contract period. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

6.1.1. **Business Auto Policy:** Contractor shall agree to maintain Business Auto-mobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.

6.1.2. **Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the District shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

- 6.1.3. **Additional Insured Requirements:** Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Bay District Schools, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Bay District Schools, political subdivision of the State of Florida, its officers, employees and agents, with Contract number 02-35. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the District prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the District as to form and types of coverage. In the event that the statutory liability of the District is amended during the term of this agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the District, to provide coverage at least equal to the amended statutory limit of liability of the District.
- 6.1.4. **Additional Insured Requirements:** Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorse with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- 6.2 **Subcontractors:** It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same Insurance requirements referenced above.
- 6.3 **Deductible Amounts:** All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this contract.
- 6.4 **Umbrella or Excess Liability:** Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the District shall be endorsed as an "Additional Insured."
- 6.5 **Right to Review:** District, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.
- 6.6 **Indemnification:** The vendor agrees to protect, defend, reimburse, indemnify and hold the District, its agents, employees and Elected officers free and harmless at all times from any and all claims, liability, expenses, losses, suits, costs, fines and damages by or damage in connection with Contractor's performance under the contract. The vendor will not be responsible to the District for damages resulting out of bodily injury or damages to property

which the Contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees.

- 6.7 Notice of Claims or Litigation:** The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor's knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

7) SECURITY:

- 7.1 Fingerprinting And Background Check:** The Contractor shall comply with all requirements of **Florida Statutes # 1012.465, "Jessica Lunsford Act"** and the District's mandatory requirement, certifying any and All employees who will be on any District properties shall complete this background screening as required by statutes and the District, prior to and in advance of providing any services specified herein. The Contractor shall bear all cost of acquiring the required background screening and fees imposed by the Florida Department of Law Enforcement and the Bay District Schools, Safety and Security Department, with respect to the Contractor and its employees. The Contractor will follow procedures for obtaining employees background screening as established by the Bay District Safety and Security Department.

Where:	Bay District Schools 1140 West 17 th Street Panama City FL 32405
When:	Monday-Friday 7:00-4:00
Point of Contact:	Kathy Williams @ 850-767-4347

- 7.2 Sexual Predator Check:** Prior to approval of contracts/employment. All vendors and employees providing services under this contract shall complete a Sexual Predator Check as required by the Bay District School Police Department and Florida Department of Law Enforcement.
- 7.3 Familiarity with Laws:** The Contractor is assumed to be familiar with all Federal, State and local laws, statutes, ordinances, rules and regulations that may affect the work. Ignorance on the part of the vendor shall in no way relieve him from these responsibilities.
- 7.4 Permits:** The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, statutes, regulations, codes, and/or ordinances for the performance of the work required in these specifications and conforming with the requirements of said legislation.
- 7.5 Legal Notifications:** The Contractor shall immediately notify the District when any employee has been linked to and/or association with any activities, in which requires the involvement of any law enforcement agency. The Contractor shall report any such incidents to the BDS, Chief of Police within a (24) twenty four hour period from the time of discovery, with all information provided subject to review and involvement to the fullest extent of the law. Any employee in question shall be immediately released from and no longer authorized to work at any BDS site until the issue at hand has been resolved. If the

Contractor and any of its employees fails to report any such activities within the time frame specified. All parties involved shall be subject to the same terms and conditions listed herein, with such decisions and determinations being made at the sole discretion of BDS.

- 7.6 Firearms & Weapons:** Pursuant to Florida Statute 790.001 and 790.115. The procession of any/all weapons, firearms and/or any other devices is strictly prohibited on any and all District properties, with the exception of any and all authorized law enforcement personnel.
- 7.7 Bullying & Harassment:** Vendor, Contractor and all affiliates agree to abide by all the provisions of Board Policy for non-tolerance of bullying and harassment of all students and employees.
- 7.8 Smoke and Tobacco Free Environment:** Pursuant to School Board Policy all of BDS facilities shall be declared a smoke and tobacco free campuses. The smoking of any substance, or the use of any tobacco product, shall include, but not be limited to, cigars, cigarettes, pipes, chewing tobacco, snuff or any other matter or substance that contains tobacco, is strictly prohibited on any BDS site, which includes all interior and exterior spaces within the property boundaries. Violations of this policy will result in the removal of said violator from the property, with repeated violations possible cause contract termination.
- 7.9 Identification Badge:** It shall be mandatory for all Contractor employees to wear the District Contractor Identification Badges at all times while on any district properties. Failure to comply with said requirement may result in the employees in question being restricted from working at any District Facility.
- 7.9.1. Contractor shall be required to submit a list of all badged employees to BDS within thirty (30) days after commencement of contract. Any changes to this information during the course of the contract shall be immediately updated and submitted to the District. The District also reserves the right to request a list of badge employees at any time when it is deemed necessary and/or in its best interest to do so.
- 7.9.2. A quarterly review and reconciliation by site of all badged employees is due to the District at the beginning of each time period with reports due no later than the 15th of each month in question.
- 7.9.3. Contractor employees using badges from any other employee, regardless of the situation, is strictly prohibited. Contractor shall immediately return any and all badges from persons no longer employed with the Contractor to the BDS Contract Manager.
- 7.9.4. If the Contractor fails to return any missed badge from any person in question. The Contract shall be assessed a monetary charge of \$50.00 per for each missing badge, with said charges being deducted from the sites in question monthly billing.
- 7.9.5. Monetary charges for these issues of non-performance shall be a non-negotiable condition of the contract and shall remain applicable for the duration of the contract terms.
- 7.10 Dress Code:** Employees of the Contractor shall be required to dress in accordance with BDS's dress policy and must wear proper attire and company uniform at all times while on BDS property. The Contractor shall require employees to be dressed in their uniform attire when reporting to work and remain in work attire for the duration of services. All

uniforms, shirts, aprons, etc. shall clearly identify as a Contractor employee and by having the company name and logo on each garment issued.

- 7.11 Unauthorized Personnel:** At no time shall Contractor allow any people into the building other than bona fide employees of the Contractor. At no time shall Contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.
- 7.12 Protection of Property:** The Contractor shall at all times guard BDS property against damage or loss to property. The Contractor shall replace any loss; repair any damage to BDS property, attainable to the Contractor or its associates. BDS may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor. The Contractor shall be responsible for safeguarding against loss, theft, or damage of all BDS property, materials, equipment, and accessories which might be exposed to the Contractor's personnel.
- 7.13 Emergency:** Any and all emergency conditions that occur at any site shall be immediately reported to the BDS Contract Manager and/or authorized site representative.
- 7.14 Building Security:** Contractor shall conduct a meeting with each site managers and BDS Contract manger to review, establish and coordinate all building security measures and procedures insuring all buildings are secured and properly maintained. As mandated by statute, law or District policy and at a minimum the meeting shall:
- 7.14.1. Review and establish, security measures for each site.
 - 7.14.2. Review and establish, security protocol and reporting procedures.
 - 7.14.3. Review and establish, security point of contact information.
 - 7.14.4. Review and establish, site security areas.
 - 7.14.5. Review and establish, determine, locate, inspect any/all, interior/exterior, entry/exit points, noting any/all facilities issues or conditions.
 - 7.14.6. Review and establish, create site plan referencing any /all interior/exterior, entry/exit points.
 - 7.14.7. Review and establish, determine keys needs and quantities, create key Inventory, building assignments, and distribution list. After initial issuance of site keys to the Contractor. The Contractor shall be solely responsible for the completion of a quarterly key inventory and assignment reports for each site utilizing these services. This report shall list specific information, who, what, when and where for keys assigned within each facilities. Reports are due the first working day of each new reporting period, requiring participation, review, signatures and approval of all the parties involved. Upon completion and ratification by the Contractor, final reports shall be emailed to each Site Manager or designee and The Director-Maintenance Department, The Director-Purchasing Agent/ BDS-Purchasing Department, BDS-Contract Manger.
 - 7.14.8. Review and establish, quarterly inventory protocol and process, signing of hand receipt by the Contractor for all keys issued.
 - 7.14.9. Completion of the required security agreement, shall amend the original contract as required herein, including all supporting documentation, audio recordings via the decision made required by line items 6.13; a- m as listed herein.

- 7.14.10. Agreement shall be binding, notarized and signed by all parties involved.
 - 7.14.11. Agreement shall serve as the only official document from which any and all monetary charges may be accessed.
 - 7.14.12. Any and all changes to said agreement shall be in writing and require amending the original contract via the procedures and requirements listed herein.
 - 7.14.13. Upon the discovery, determination or intent of any and all efforts by the Contractor and/or its employee's to manipulate, alter, change or under mind any said requirements or process described herein shall be grounds for, immediate dismissal, termination and/or possible legal action as allowed within the law.
 - 7.14.14. All keys shall be returned at the expiration and/or termination of contract.
 - 7.14.15. At no time shall Contractor duplicate any BDS issued key.
 - 7.14.16. After initial issuance of site keys to the Contractor. The Contractor shall be solely responsible for any and all lost keys, card keys, associated cost, expenses and/or inherent damages.
- 7.15 Security Equipment:** It shall be the responsibility of the Contractor to train their employees on the operational procedures for installed security equipment if utilized or required by site. If a false alarms occurs and is caused by a Contractor employee. Reimbursement shall be required from the Contractor to BDS for any associated cost caused by the event. These charges shall not be not limited to the police/fire department, but shall also include any BDS responding employee(s) hourly wages, salary, benefits, etc.
- 7.15.1. **Failure to activate an alarm system (s) and/or lock any specified door (s) shall result in the Contractor being automatically assessed a monetary charge of \$50.00 per each occurrence and/or reimbursement of the actual repair cost, or any combination thereof, whichever is greater, with all deductions being withheld from the Contractor monthly payments.**
 - 7.15.2. Monetary charges for these issues of non-performance shall be a non-negotiable condition of the contract and shall remain applicable for the duration of the contract terms.
- 7.16 Site Keys:** Site keys shall be defined as any key and/or keys regardless of size, style, configuration and/or designed for a specific purpose required and utilized in the operation of any BDS facility.
- 7.17 Re-keying:** After initial issuance of site keys to the Contractor. The re-keying of a specific facility, in its entirety, a portion of, or any combination thereof, shall be based on a breach of security, in the best interest of or at the sole discretion of BDS, with all associated cost for any such services being withheld from the Contractor's monthly payments.
- 7.18 Key Replacement:** After initial issuance of the site keys to the Contractor. The Contractor shall be solely responsible for any and all Facility key management, security, inventories, assignment, and accountability for each site key utilizing in these services. If replacement keys are requested by the Contractor regardless of any and all reasons known or unknown, due to neglect, loss, changes to staff, lack of accountability, improper key security, unacceptable key management and control the following requirements and conditions shall apply:

- 7.18.1. Cost for any and all Facility re-keying, replacement keys, identification, reconciliation and cataloging services for BDS or any specified cost center shall be non-negotiable point of the contract regardless of the quantities of keys involved.
- 7.18.2. Payment for any and all Facility re-keying, replacement keys and any specified services listed herein shall be rendered via **company check prior to** the completion of the requested service. All checks shall be made out to Bay District Schools, with funds being returned to the Maintenance Department's budget as required by BDS Board Policy.
- 7.18.3. Requests for any and all Facility replacement keys, identification, reconciliation and cataloging services for a specified cost center, allowing delivery within a (3-5) three to five day lead time; **and shall have a unit cost of \$37.50 each.**
- 7.18.4. Requests for any and all Facility replacement keys, identification, reconciliation and cataloging services for a specified cost center, requiring delivery by the (COB) close of business for a specific day and time; **Shall have a unit cost of \$75.00 each**
- 7.18.5. Requests for any and all Facility replacement Master keys, identification, reconciliation and cataloging services for a specified cost center, regardless of delivery requirements, **Shall have a unit cost of \$100.00 each. Depending on the seriousness of the breach of security. May also mandate a complete re-keying of the facility in question, with the determination of such conditions and corrective actions at the sole discretion of the District.**
- 7.18.6. Requests for any and all Facility replacement Grand Master keys, identification, reconciliation and cataloging services for a specified cost center, regardless of delivery requirements, **Shall have a unit cost of \$250.00 each. Depending on the seriousness of the breach of security. May also mandate a complete re-keying of the facility in question, with the determination of such conditions and corrective actions at the sole discretion of the District.**
- 7.18.7. Requests for any and all Facility re-keying, in its entirety, any portion or combination thereof, in the provisions of services for lockset re-configuration, replacement keys, identification, reconciliation and cataloging services for a specified cost center, in dealing with any breach of security issues, requiring completion of service within a specific period of time in the reestablishment of site security; **and shall have a unit cost of \$100.00 per door.**
- 7.18.8. Monetary charges for these issues of non-performance shall be a non-negotiable condition of the contract and shall remain applicable for the duration of the contract terms.

7.19 Safety Standards: Contractors performing any services for BDS shall comply with all OSHA, State, Local and County, Safety, Occupational and Health Standards and any applicable laws, statutes, codes, policies, regulations and rules. The Contractor warrants all products supplied and services performed shall conform in all respects to the standards set forth and amended herein. Failure to comply in anyway with these requirements shall constitute a default of contract and be sufficient cause for immediate dismissals and/or termination of contract.

- 7.19.1. Contractors shall insure the safety of its employees, building occupants, and the environment throughout the course of the contract for any and all BDS projects.
- 7.19.2. Contractors shall be responsible for the safety of their employees and any

unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site, and insure its employees have received safety equipment training, to include individual health protection measures.

- 7.19.3. The Contractor shall be responsible for instructing and training their employees in all safety measures.
- 7.19.4. Contractor shall determine the need for and provide its personnel with any and all protective or safety items required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used. Failure to comply shall be grounds for termination of contract.
- 7.19.5. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on BDS property.

7.20 Safety Data Sheets: Contractor shall maintain and have readily accessible a copy of all current or latest version SDS documentation and safety certifications, in a clearly identifiable book, at each site, BDS Contract Manager and Maintenance Department, also being in compliance with all other site documentation requirements per applicable OSHA programs , FS-Chapter 442 within this solicitation and shall:

- 7.20.1. Contractor will be required to submit a copy of the SDS for any and all such substances to BDS, prior to the start of contract.
- 7.20.2. SDS documentation will be updated at each site regularly for the duration of the contract.
- 7.20.3. SDS documentation may be requested on chemicals after proposals have been evaluated from vendors that have been selected for interview and possible award.
- 7.20.4. All products must be recommended for the specific application by the manufacturer and approved by the EPA and OSHA, and in accordance with labeling instructions.
- 7.20.5. Failure to provide or maintain SDS documentation will be cause for termination of contract.

7.21 Force Majeure: The Contractor(s) shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots rebellions and acts of nature beyond the control of the Contractor(s), unless otherwise specified.

8) BID TERMS:

8.1 Agreement: The bid document, addendums, award letters and all corresponding documentation shall constitute a complete and binding agreement with the Contractor. District shall not accept any proposed terms and conditions different than those specified herein. By virtue of submitting a bid, vendor agrees to not submit to any District employee, for signature, any document that contains different terms and conditions than those specified, with all others being non-binding on the District.

8.2 Transfer: The proposer shall not enter into sub-contracts, or assign, transfer, convey,

sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation.

- 8.3 Terms:** The District shall determine the exact starting date for services following award of the bid. This contract is considered to be and may be extend annually, with extensions not exceeding maximum terms of three (3) years from date of award upon mutual consent of all parties (Title XIX, Chapter 287.057(13) F.S.). Although the BDS has the right to discontinue, add, and change service areas at any time. Should BDS discontinue services at any point the Contractor would not be required to resume services at a later date unless it is agreeable to all parties involved.
- 8.4 Renewals:** Renewal may be accomplished provided the price and terms remain unchanged or any price increase/decrease or term modifications are negotiated and agreed to by the parties involved, with all renewals being at the sole discretion of BDS (Title XIX, Chapter 287.057(13) F.S.). The Purchasing Department may consider contract renewals with the receipt of a letter of intent (LOI) via email only from the Contractor requesting such renewal (90) ninety days prior to the end of the contract terms.
- 8.5 Extension:** In the event the resulting agreement is terminated, not renewed or naturally expires and the awarded Contractor shall agree to; BDS providing a letter of Intent (LOI) via email only issuing a notice (90) ninety days prior to the end of terms requesting the specified services be retained on a month-to-month basis via the same terms and conditions set forth herein. With said specified services, continuing until a new agreement has been established by BDS., with the contract extension not exceeding a period of six (6) months as allowed by the applicable statutes.
- 8.6 Publishing:** The Contractor shall be prohibited from publishing or releasing any information related to this solicitation without the issuance of a letter of Intent (LOI) via email only, requesting such approval from BDS prior to any such activity. Any and all information and documentation resulting from this solicitation and/or ensuing contract shall remain the sole property of BDS.
- 8.7 Right to Negotiate:** BDS reserves the right to negotiate with the awarded Contractor at any time during the terms of the contract. If any party feels negotiation are necessary. A letter of intent (LOI) via email only, shall be issued by the requesting party for the negotiation process to be conducted for the particular purpose of reaching a mutually satisfactory agreement for any matter of common concern. With all such negotiations being conducted and administered via written proposals and supporting documentation, without the use of a sealed bid process. Once said agreement and has been reached, agreed to and approved by the parties involved. The contract shall then be amended via a notarized written addenda, signed by officials with contractual binding authority, with any and all changes effective for the remaining terms of the contract, unless noted otherwise.
- 8.8 Consumer Price Index, (CPI):** BDS may consider requests from the Contractor for an annual cost of living increase, with requests and consideration being based on the following information and directions:
- 8.8.1. The Contractor may submit such requests for annual price adjustments (CPI), via

email only, from January 1 and no later than, March 1 of each contract year, with any requests received after said date being accepted and/or taken into consideration.

- 8.8.2. All requests and adjustments shall be based on the Bureau of Labor Statistics, Consumer Price Index (CPI); with the Contractors overall performance also playing a major role in consideration and approving of any and all such requests.
- 8.8.3. The total increase shall not be greater than (5%) five percent annually.
- 8.8.4. Any and all new sites added to this contract shall not be included in any CPI requests until one (1) year of acceptable and satisfactory service has been provided by the Contractor at said site. If the Contractor fails to provide acceptable and satisfactory services within the first year. All sites in question shall remain exempt from any such CPI request until such requirement has been fulfilled.
- 8.8.5. All CPI request shall be considered, negotiated and/or possibly approved under the provision of these specifications, policy, applicable laws and statutes.

8.9 Termination: The District shall reserve the right to terminate the contract at any time with any or all Contractors pursuant to the matter of:

- 8.9.1. **Convenience:** The District reserves the right to terminate the contract for convenience at any time with the contractor, when deemed in its best interest to do so. The District will notify the Contractor of this intent, in writing, at least forty-five (45) days prior to its effective date. The Contractor shall continue to furnish any product or services after it receives said notice, only as necessary to complete all continued portions of the contract. The Contractor shall not be entitled to recover any cancellation expenses and/or lost profits etc.
- 8.9.2. **Cause:** The District reserves the right to terminate contract with the Contractor for cause, at any time, being by default, violation, failure, refusal, to abide by and/or carry out all provision of the contract specified herein, constituting sufficient cause for said termination. The District shall notify the Contractor in writing of this intent, identifying specific cause and its effective date, requiring all deficiencies being corrected within the specified time and days of notification. If deficiencies are not corrected to the satisfaction of the District within the specified time period, termination on shall occur upon the date and time stated in said notice. Upon cancellation, final payment shall be issued to the Contractor for only services satisfactorily rendered, as determined by BDS prior to the effective date of termination. Upon termination the Contractor shall have no further rights against the District and District shall have no further obligation to the Contractor pursuant to this contract, policy, statute and law. The District reserves the right to pursue any and all legal remedies as provided herein.

8.10 Funding out & Cancellation: Florida Laws prohibit BDS from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. The following funding out provisions are an integral part of this proposal and shall be agreed to by all respondents:

- 8.10.1. BDS shall, at any time during the contract period, terminate or discontinue the

services specified herein and/or at the end of the current fiscal year upon the issuance of a sixty (60) day prior written notice to the successful respondent.

- 8.10.2. A Funding Out statement must be included as part of any agreement. No agreement shall be considered that does not include this provision for “funding out, with such notice clearly defining reasons for said termination. Upon receipt of this written notification shall immediately and thereafter release BDS of all further obligations as related to the services specified and required herein.

8.11 Performance-Delivery: When dealing with any issues of non-performance or default, after award of the bid. The District upon the issuance of a written notice within the specified period of time, shall procure the necessary manpower, labor, equipment, materials, and supplies and/or seek other qualified sources for the specified services listed herein. With the Contractor being contractually bound and responsible for all associated expenses and incurred cost. Deductions to be deducted from monthly invoices at discretion of site managers.

8.12 Additional Contractor: The District reserves the right and sole discretion to add additional Contractors at any time throughout the life of the contract in order to maintain specified services as set forth herein. With the Contractor contractually bound, accountable and solely responsible for any and all cost or expenses, when any such action is required.

8.13 Performance-Payments: When dealing with any issues of non-performance or default, after award of the bid. The District upon the issuance of a written notice herein, reserves the right to and shall withhold payments of any kinds, by site, departments, building's, District wide and/or any combination thereof. With BDS withholding any payments for an undisclosed period of time, as required, needed or while serving in its best interest to do so. The Contractor shall be contractually bound, accountable and solely responsible for any and all loss profits, revenue, cost or expenses, when any such action is taken or required.

8.14 Performance Standard: The Contractor shall at a minimum, meet and/or exceed all performance standards set forth herein. The Contractor shall warrant all work performed hereunder complies with customary, reasonable and prudent standards of performance within the industry, while conducting the specified work in a professional manner.

8.15 Warranty: Proposer agrees, if applicable and/or unless specified otherwise, all equipment, product, materials, supplies or specified service listed herein shall be covered by the most favorable commercial warranty available and shall also include:

- 8.15.1. The Proposer shall give to the customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to BDS by any other provision of the solicitation.
- 8.15.2. Contractor warrants to that all equipment, products, materials, supplies required under this contract shall be **NEW** unless specified or approved otherwise.
- 8.15.3. All acceptable work shall be of good quality, free from faults, defects and in compliance with all requirements, conditions, specifications, of the solicitation.
- 8.15.4. All work not conforming to these requirements, including un-approved or authorized substitutions shall be considered unacceptable.

- 8.15.5. When and if requested, Contractor shall furnish satisfactory evidence in proof of equivalency for the kind and quality of materials and equipment used to meet the requirements of the proposal.
- 8.15.6. During the warranty period, the Contractor must repair and/or replace any faulty item without cost to BDS, with the understanding that all replacements shall carry the same warranty as the original equipment.
- 8.15.7. The Contractor shall make any such repairs and/or replacements immediately upon discovery or receiving notice from BDS staff.
- 8.15.8. The Contractor further warrants that the items and/or services provided are fit, and otherwise conforming, for the purposes intended by BDS.

8.16 Contractor Representative: The awarded Contractor shall provide the name, address, e-mail address, phone, cell numbers of the contact person for requesting, scheduling and the coordination of service specified herein.

8.17 Use Of Other Contracts: The District reserves the right to utilize any other contract awarded by any other State, State of Florida, public entity, city, county, governmental agencies, school boards, community college, state university system, cooperative bid agreement, or to directly negotiate/purchase per BDS Board Policy and/or Florida State Board of Education Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

8.18 Purchase by Other Public Agencies: This contract may be expanded to include other governmental agencies. Contractor(s) may agree to allow other District sites as well as other public agencies, (city/county/federal agencies) the same service at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

9) BID-FINANCIAL:

9.1 Pricing: All pricing submitted shall be fixed and firm for the duration of the contract, unless negotiated or stated otherwise within this solicitation and shall include:

- 9.1.1. Pricing shall be based on F.O.B Destination Freight Pre-paid to Bay County, Florida, including all packaging, handling, shipping charges and inside delivery to any BDS location, and/or specific points of delivery listed herein.
- 9.1.2. BDS is a tax exempt entity and shall not pay any excise and/or sales taxes. Certificate of Tax Exemption available upon request.
- 9.1.3. Any and all orders issued by any BDS site, will fall under this solicitation and therefore receive all pricing, discounts and benefits as listed herein.
- 9.1.4. Any discrepancy or error in bid pricing, the unit price will govern. All calculation and errors shall be recomputed by the Purchasing Department.

9.2 Order Placement: The issuance of award does not constitute any order. After approval of an award has been made of this solicitation, BDS will place orders utilizing one or a combination of the following procedures:

- 9.2.1. BDS may either issue purchase orders, blanket or normal purchase orders to cover a specific period of time, dollar amount, for multiple purchases or will be for specific items and/or service.
- 9.2.2. Procurement Card: Sites or departments may place orders utilizing a BDS issued procurement card. Only authorized staff will be allowed to submit orders via the procurement card.
- 9.2.3. School/Site based internal account purchase order: A specific site or school will issue a purchase order through the site's bookkeeper and will be processed at the school level. Please note that schools may vary in their ordering and payment procedure.
- 9.2.4. Contractor(s) shall not provide any items or services, on any BDS initiated order without one of the above ordering methods. It will be the responsibility of the Contractor to fully understand the order and how and when to process according to how the order is placed. Failure to allow orders placed by any of the above methods may be cause for rejection of bid and/or termination of contract.

9.3 Invoicing & Payment: The Contractor will be required to submit invoices after it has rendered acceptable services to BDS. All invoices and associated correspondences shall be legibly, typed, or computer generated, dated and include the following:

- 9.3.1. This is a Performance Based Contract and the Contractor shall only be paid for the acceptable and satisfactory work performed.
- 9.3.2. Contractor's monthly invoice will not be approved for payment until the overall performance of the Contractor is rated satisfactory by BDS.
- 9.3.3. All invoices shall reference a valid and current service ticket, work order and/or purchase order number.
- 9.3.4. Failure to provide requested information shall be cause for delay in payment or non-payment.
- 9.3.5. All Invoices and statements shall be emailed directly to the referencing cost center and BDS Finance Department point of contacts listed herein.
- 9.3.6. The Contractor shall issue separate invoices by site for each service ticket, work or purchase order number, unless required, or specified otherwise herein.
- 9.3.7. Payment will be made within thirty (30) working days after correct, acceptable and payable invoice has been received and approved by the referencing cost center. Invoices which do not reference valid purchase order, service ticket, work order numbers, found to be erroneous and/or in any way shall be returned to Contractor for resolution prior to payment being released.
- 9.3.8. Payment shall not be made until all discrepancies are corrected and approved by BDS.
- 9.3.9. All invoices will be itemized to reflect all rates or discounts per this solicitation. Failure to provide itemized invoices will be cause for delay in payment or non-payment.

9.4 Withholding Payments: Withholding of any and all payments, partial and/or otherwise, shall be allowed for indefinite periods of time, when it's in the District best interest to do so.

9.5 Billing Cycle: Billing cycle shall be for (12) months of an average payment for the provision of all services listed herein, including the summer cleaning.

10) CONTRACTOR – SCOPE OF WORK

- 10.1 Staffing Recommendations:** Proposer will provide a complete listing of the number of employees per site it recommends accompanied by its organizational chart. Recommendations will list the minimum number of employees per site, titles and any other pertinent information pertaining to staffing recommendations.
- 10.2 Day Laborers:** On a per hourly basis at the request of site. Day laborers, the specific scope of work, requirements and restrictions for this position shall be negotiated with Contractor, each site manager and BDS.
- 10.3 Day Laborers Restrictions:** The Contractor shall at no time in the provisions of services utilize day-laborers to perform any work required under this solicitation. Day Laborers shall be a separate and special service requested by site, supplementing and/or in the replacement of various BDS staff. With violations of said requirement by the Contractor and any of its employee's constituting sufficient grounds for immediate dismissal of the employee in question and/or termination of contract.
- 10.4 Hours:** Line items 10.2-3 shall be requested and utilized by site on an as needed basis only, requiring a minimum of (5) five, to a maximum of eight (8) hours per shift or event.
- 10.5 Estimated Staff:** The Proposer shall include in its staffing recommendations the estimated cleaning staff required per site. These estimates and recommendation shall be based against a verifiable bench mark or standard currently utilized within the industry and shall become negotiable point within the contract consideration and/or possible award. Documentation and supporting information of such bench marks and standards being utilized shall be submitted with each proposal.
- 10.6 Approvals:** BDS shall have final approval for custodial methods, staffing levels, equipment and products utilized in providing services as required herein. Any changes to these methods or products shall be submitted in writing and require sites manager approval prior to requested changes being put into place.
- 10.7 District Materials:** Each District facility utilizing contract services shall supply paper towels; toilet tissue, liquid hand soap, 32 & 44 gallon and wastepaper plastic trash can liners as needed or required. Any supplies or materials listed herein shall not be transferred and/or used at any other locations than the site providing them. Should supplies be transferred and utilized elsewhere, the Contractor shall be billed for the total cost of the items in question with said deductions taken from the site monthly billing.
- 10.8 Equipment:** The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the sole responsibility of the Contractor. The pricing submitted under this solicitation shall reflect as such in the provision any services specified herein.
- 10.8.1. Proposer will provide a brief description of its plan to acquire and provide the necessary equipment to perform the services under this solicitation.
- 10.8.2. Proposer will provide a complete listing of the estimated equipment necessary to

perform services, per site demonstrating its understanding and capability to service the contract as requested. Equipment listing shall include any make, model, type and description of use for all power equipment, vacuums, scrubbers, floor machines, etc.

- 10.8.3. All equipment shall be sufficient to perform the services, in good condition and considered industry standard. Equipment shall be in good repair and operating condition at all times, and be in compliance with all federal, state and local regulations.
- 10.8.4. All equipment shall meet all safety standards as established for that piece of equipment and be equipped with all appropriate safety guards, as specified by the manufacturer
- 10.8.5. All equipment shall be clean, efficient, operated and maintained in accordance with the manufacturer's recommendations.
- 10.8.6. All equipment shall be owned or leased by the Contractor once an award has been made. Contractor will be permitted to rent equipment, but only for temporary services and as needed. BDS will not reimburse Contractor for any rental fees for equipment.
- 10.8.7. Proposer will provide its procedure, plan or policy for the replacement of equipment.
- 10.8.8. BDS must approve all equipment, machinery prior to installation and usage.
- 10.8.9. Proposer shall provide any additional pertinent information necessary pertaining to the acquisition, maintenance and upkeep of equipment for services under this solicitation.

10.9 Chemical List: The Contractor shall perform the duties described herein utilizing chemicals that have a wide margin of safety for human life and in accordance with applicable State and Federal Laws. Contractor shall be responsible for the acquisition of all chemicals necessary to fulfill all specifications stated herein. A listing of all chemicals which will be used by the successful Contractor must be submitted for approval prior to initial service under the contract. Changes may be made only after being duly authorized by BDS requesting the use of a specific product:

- 10.9.1. A list of all cleaning chemicals and associated dispensing units that are acceptable and is the minimum level of product acceptable to be use at any BDS site. Lists shall include the chemical name, brand, as well as any other information that may be used to assist in the services performed herein
- 10.9.2. Proposer will provide a brief description of its plan to acquire and provide chemicals for the services under this solicitation.
- 10.9.3. Proposer shall provide any and all technical specifications and chemical make-up for each chemical (SDS). List shall include technical specifications of the item as well as manufacturer, brand and model number
- 10.9.4. The Contractor shall provide a copy of the Safety Data Sheet (SDS) for all chemicals and/or cleaning product required to complete the scope of work as required herein. The Contractor shall maintain, update as needed, an on-site SDS listing of all products in use. This listing will be centrally located, easily accessible to all Contractor and District employees.
- 10.9.5. All chemicals must meet or exceed OSHA requirements and commonly recognized safety requirements.
- 10.9.6. Proposer may propose other manufacturers or brands at any time, but must

clearly demonstrate the item proposed meets or exceeds the level of quality already set herein. BDS reserves the right to reject or request proposer to provide alternate manufacturer/brands until an acceptable product can be found.

10.10 Alternate items: Throughout the duration of the contract, it is understood that newly researched products, chemicals, supplies, may become available or advantageous for use by the Contractor or BDS. BDS may consider alternate products, supplies, chemicals etc. as they are made available. Contractor shall meet with BDS to discuss alternate products or new technologies that may increase cleanliness, efficiency, safety and/or be more environmentally safe at any time. Any new product reviewed, may be rejected or accepted at the sole discretion of BDS. Contractor will not be permitted to deviate from the standardized product listing without prior approval from BDS.

10.11 Chemical, Product Non-Compliance: Upon the completion of required negotiations and approval of a standardized chemical listing. Any substitution of any product or supply without proper authorization shall be unacceptable. Failure to supply BDS with the items submitted under this solicitation or equivalent to the standard of quality listed herein, will be cause for rejection of product in question.

10.12 Employees: Contractor shall be responsible for the supervision and direction of work performed by its employees, agents and/or subcontractors.

- 10.12.1. Contractor shall be solely responsible to BDS for any and all acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any specified service within this contract.
- 10.12.2. Bay District Schools shall not exercise any control or supervision over contractor's employees. With exception to point out missed areas.
- 10.12.3. Contractor's employees shall observe the rules and policies of Bay District Schools while working on Bay District School's premises. Hours of work will be mutually agreed upon by site of work Manager and Contractor.
- 10.12.4. Contractor's employees/subcontractors will refrain from smoking or use of tobacco in any facility, property or vehicles owned by Bay District Schools in accordance with SBE Rule 2.113. Any person wishing to use tobacco products must leave the school grounds to do so.
- 10.12.5. Contractor's employees shall not operate in any method, school computers, telephones or other equipment. However, limited local emergency telephone calls may be completed.
- 10.12.6. Contractor's employees shall refrain from the use of vulgarities while on school board property.
- 10.12.7. All employees of and/or subcontractors shall wear proper attire for the work required. Clothing shall have no vulgarities or sexually suggestive graphics.
- 10.12.8. Employees of and/or Contractors shall not have contact with District staff outside of appointed staff and/or administrator's hours as determined necessary by the facility managers.
- 10.12.9. At no time shall any employee of the Contractor or a subcontractor be deemed an employee of Bay District Schools. The Contractor will accept full and exclusive responsibility and liability for compliance with all laws and regulations related to the payment of withholding taxes, tax contributions, expenses, commissions and

benefits including, but not limited to, Social Security contributions, workers' compensation fees, and health care premiums.

- 10.12.10. District Schools shall require the Contractor to immediately dismiss any employee deemed, incompetent, objectionable, insubordinate, contrary to and inconsistent with, the best interest of Bay District Schools. Dismissed employees shall not return to work, at any district site, prior to the submission of a written request from the Contractor for the reinstatement of employee in question. Each dismissal shall be handled on a case by case basis, with all such determinations and decisions being at the sole discretion of the BDS Contract Manager/Administrator.

- 10.13 **Training:** Contractor shall have a training program specifically designed to meet the requirements of these specifications and the needs of BDS. Training shall include, on a per site basis, review of contract requirements, specifications and scope of work, facilities design and layouts, service areas assignments, equipment operation, application of chemicals and approved cleaning schedules facilitating safe conditions for the employees, students, staff, and faculty. A proposal of said training shall be submitted with solicitation, clearly demonstrating the proposer's philosophy and training techniques.

11) Contractor Requirements

- 11.1 **Contractor Performance:** Contractor shall maintain an acceptable level of satisfactory service throughout the duration of the contract. To insure this level of performance, BDS reserves the right to withhold any monies owed to a Contractor who is not performing satisfactorily, fails to provide specific services, and/or any reason deemed necessary by BDS. See section 8.12-14.

- 11.1.1. Reasons for any withholdings will be provided to the Contractor in writing along with an acceptable timeframe the Contractor has to fulfill any remedies to bring the level of service back to satisfactory level.
- 11.1.2. If services are not corrected within the timeframe allocated by the corresponding BDS department or its designee, then contract may be terminated at the discretion of BDS.
- 11.1.3. BDS reserves the right to subtract any costs incurred to BDS from the invoices or monies owed due to the unsatisfactory performance of Contractor.
- 11.1.4. The withholding of any monies and the deduction of costs and fees incurred, will be used at the discretion of BDS.
- 11.1.5. If no monies are owed to a Contractor and performance levels are below satisfactory then termination of contract or modification at discretion of BDS as outlined in this solicitation will apply.

- 11.2 **Laws & Regulations:** Contractor(s) shall perform any and all services in accordance with any and all Federal, State, County and City laws, statutes, ordinances or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Contractor. Lack of knowledge by the Contractor(s) will in no way be a cause for relief from its responsibility.

- 11.3 **Start-up Meetings:** After award has been made and approved by the board. A start up meeting will be arranged at each site to establish the time frame for the Contractor to

start service, view site, meet administrators and staff, weekly inspection date and time and service hot spots. All meetings will be schedule at a mutually agreeable date and time for all parties.

11.4 Trial Period: Awarded Contractor shall be placed on a ninety (90) day trial period at the commencement of the contract. At any time during and on a weekly basis BDS shall conduct evaluations in the determination or decision to continue in the contract, remove the awarded Contractor, move to the next highest rated proposer and/or issue a new solicitation as necessary. With all determinations and decision being based on the Contractors overall compliance to specifications, performance, workmanship and the ability of the Contractor to meet and servicing the needs of BDS.

11.4.1. If the Contractor's work is deemed unsatisfactory, its monthly invoices shall be reduced to cover the additional expense having the unsatisfactory work returned to an acceptable level via a secondary Contractor. If the next highest rated proposal is then used, said Contractor shall also be placed on a ninety (90) day trial period.

11.4.2. BDS reserves the right to terminate contract at any time during the trial period, for failure to perform and in the provision of services, failure to meet any requirements of the solicitation with any such terminations issued in writing and being effective immediately.

11.4.3. If no work is performed in the initial ninety (90) days of the contract, then trial period may be extended until an evaluation of the Contractor services can be completed. Extension and length of any such case will be at the discretion of BDS.

11.5 Contractor Awareness: It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference with academic and other school activities. All work shall be coordinated with each site and the BDS Contract Manager.

11.6 Staff Replacements: Contractor shall provide competent, suitably qualified personnel per the specifications of this solicitation that are qualified to perform the services described herein. Only those personnel who have been properly trained shall be utilized and assigned duties under this contract. Any employee whose work habits and/or conduct is deemed objectionable or unacceptable, shall be removed from the work force upon request of an authorized BDS personnel.

11.6.1. **Staff Replacement:** The Corporate, Regional, Local Directors and Supervisors, including any and all key personnel shall remain constant for the duration of the contract terms. In the event it is necessary to replace any of the above.

11.6.2. A written, letter of Intent (LOI) shall be submitted to BDS (30) days prior to any said changes of personnel listed herein.

11.6.3. With all such notification requiring, a detailed explanation and reasons for the needed changes and sufficient documentation in support of the proposed replacement has equal to or greater abilities, qualifications or experience in these service areas.

11.6.4. BDS shall also reserve the right, as it deems necessary, to interview, approve or reject, all replacement staff and/or utilize any available alternate sources if a suitable replacements cannot be provided within a specified period of time or to

the satisfaction of BDS.

- 11.7 Right to Require Performance:** The failure of BDS at any time to require performance by the Contractor of any provision herein shall in no way affect the right of BDS thereafter to enforce same, nor shall waiver by BDS of any breach of any provision herein be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Furthermore, indulgence by BDS on any non-compliance by the Contractor does not constitute a waiver of any rights under this solicitation.
- 11.8 Equipment & Chemical Storage:** The Contractor will be permitted to store some minor equipment, cleaning carts, chemicals, tools, supplies and other miscellaneous items at BDS facilities as it deems necessary for efficient daily services. Items will be stored in designated, secure, storage closets and other cleaning areas as determined by the site Facility Manager or site administrator.
- 11.8.1. Bulk orders will not be permitted to be stored on site for any length of time.
 - 11.8.2. All equipment, tools, chemicals and other materials stored in conjunction with the performance of work are to be kept locked up accordingly and never openly available to where occupants might come in to contact or be able to access them.
 - 11.8.3. Contractor must ensure that all equipment, tools and chemicals are locked after each visit. Non-compliance may result in the removal of Contractor from site or termination of contract.
 - 11.8.4. BDS employees with the Facility Manager's or site administrator's permission and/or supervision may utilize any item stored on the premises, to include, floor equipment, vacuums and cleaning agents.
 - 11.8.5. BDS will not be held responsible for any lost, stolen or damaged equipment, chemicals or other items left on site.
- 11.9 Utilities:** All utilities will be made available to each site including electric and water etc., with specific restrictions and protocol required of the Contractor. Any and all requests for utilities and services outside normal working hours and/or non-service dates shall be submitted via email to designated points of contact seven (7) days prior to the time requested with all such exception subject to BDS review, approval or rejection. Failure on the part of the Contractor to make such request for any such services shall not constitute the needs for immediate or special considerations on the part of BDS. The proper scheduling and prior approval shall be at the sole responsibility of the Contractor.
- 11.10 Utilities Services Hours:** The normal utilities service hours for BDS shall be Monday thru Friday from 7:00 AM to 7:00 PM daily, with a schedule change in the summer months to Monday thru Thursday 7:00 am to 7:00 pm, including all non-service periods and dates as well. Any exception or changes to these schedules shall require prior approval as specified in line item 10.9 as listed herein.
- 11.11 Non-Service Dates:** The BDS will not require custodial services on the following day(s). However, service is required on or the day before school closure dates to insure site is ready for use upon return of students and staff. As indicated below, during full district shut downs, No sites shall be available during this time.

- | | |
|--------------------|-------------------|
| ** Christmas Break | ** Spring Break |
| ** Summer Break | ** New Year's Day |
| Martin Luther King | Memorial Day |
| Labor Day | Columbus Day |
| Veterans Day | Thanksgiving |

** Full district shut down, No sites shall be available during this time.

- 11.12 Property Damages:** Contractor shall perform necessary services in such a manner that does not damage property. In the event damage occurs to property by reason of any services performed under this contract, the Contractor shall immediately report the incident to its site Facility Manager or Administrator. Contractor will replace or repair the same at no cost to BDS. If damage caused by the Contractor has to be repaired or replaced by BDS, then the cost of such work shall be deducted from the monies due the Contractor. Contractor shall be responsible for the repair and replacement to the satisfaction of the Facility Manager and/or site administrator.
- 11.13 Other Damages:** Any other damage caused by the Contractor or its employees shall be **immediately** reported to the appropriate Facility Manager or BDS administrator. Any damage caused by a Contractor shall be repaired or replaced at the Contractor's expense. A reasonable schedule for the repair or replacement of any damaged property shall be worked out with the BDS. BDS may, at its option, have items repaired or replaced internally.
- 11.14 Personal Property:** Personal property damaged by Contractor may be worked out between Contractor and individual owner of damaged property. Failure to resolve and/or non-compliance with these procedures shall result in any invoices being held until replacement items or parts are received or repairs are completed to the satisfaction of BDS.
- 11.15 Work Stoppage:** In the event that any services or projects that are disturbing student/teacher activities or posing an immediate danger, the Principal or his designee shall have the right to direct Contractor to stop all work. Once a stoppage of work has been ordered, Contractor shall immediately cease all work and secure the area or site. Contractor shall keep specific records of such occasions and shall notify the BDS Contract Manager immediately, of any such occurrence.
- 11.16 Detrimental Conditions:** Contractor shall be responsible for immediately notifying BDS, in writing, of any unsatisfactory or detrimental conditions that may arise that would interfere with the proper and timely completion of any service. Notification shall include the condition and an estimate timeframe of delay. Delays in services may be acceptable if it is agreed upon by BDS. Contractor shall not proceed without the conditions remedied and the approval of the BDS Contract Manager or its designee.

12) Service Requirements

- 12.1 Service Description:** BDS intends to purchase services to provide qualified cleaning services to various BDS's facilities, as described within this solicitation. All potential

Contractors who wish to be considered for these services shall fulfill the requirements as listed herein.

- 12.1.1. Contractor will be responsible for any and all services required under this solicitation. Contractor shall furnish all administration, management, supervision, labor, equipment, chemicals, supplies, tools, transportation and other materials as necessary at each site to provide all required cleaning services.
- 12.1.2. It is the Contractor's responsibility to be familiar with and perform all services under this solicitation according to all current federal, state and/or local laws, codes, rules and regulations.
- 12.1.3. All services will be in accordance with any and all governing requirements and shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal.
- 12.1.4. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry.
- 12.1.5. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility, with failure to abide being cause for possible termination of contract.
- 12.1.6. No statement within this document shall negate compliance with any applicable governing law, statute, and/or regulation.
- 12.1.7. All work and scheduling will be performed in coordination with and per schedules generated and prior approved by BDS.
- 12.1.8. Contractor shall supervise and direct the work, using its best skill and expertise to insure workmanship is of the highest quality. Contractor shall be solely responsible for all work assigned to it, including the means, methods, techniques, sequences and procedures for coordinating all portions of the services under this contract with BDS.
- 12.1.9. Contractor and/or employees shall not utilize any BDS staff computers, printers, copy machines, fax machines, television sets, coffee pots, microwave ovens, stoves, or refrigerators, nor shall they tamper with any personal or BDS property.
- 12.1.10. BDS will allow the use of said items in designated cleaning break rooms or other areas as approved by the Facility Manager and/or Site Administrator.
- 12.1.11. BDS telephones shall not be used for personal reasons unless it is to report an emergency (911) or to report any maintenance needs to the site Manager.
- 12.1.12. Contractor staff shall not utilize any BDS property or facilities for personal use.
- 12.1.13. Contractor staff shall not utilize BDS washer and dryer units for personal use.
- 12.1.14. Any unauthorized usage or tampering of BDS items, equipment, documents, etc. by the Contractor will be grounds for immediate termination of the contract.
- 12.1.15. Non-compliance and/or continual non-compliance shall be grounds for termination of contract.

12.2 Description of Sites: A list of BDS schools, administrative offices and other support sites that will require services under this solicitation is provided herein:

- 12.2.1. List includes: cost center numbers, address, contact information and estimated square footages
- 12.2.2. Square footages given under this solicitation are accurate to the best knowledge of BDS and are listed for contract and bidding purposes only.

- 12.2.3. Contractor is solely responsible to verify square footages through its actual measurements, use of existing drawings and/or other means, if it so chooses.
- 12.2.4. Contractor should inform BDS of any discrepancy that may occur through its verification of square footages.
- 12.2.5. BDS is continually constructing, updating, modifying and remodeling its facilities, which may increase or decrease the number of facilities listed herein. For this purpose, BDS reserves the right to add additional sites or delete sites as necessary for the duration of the contract. Pricing may be negotiated or adjusted, with the awarded Contractor, for any additional sites or deletions at the time of need.
- 12.2.6. All pricing negotiations shall be based on pricing submitted under this solicitation.
- 12.2.7. Pricing adjustments and negotiations may/will be necessary for the addition or removal of services areas.
- 12.2.8. The majority of services under this solicitation are monthly services required by BDS. However, the Contractor shall note any BDS site may place orders for additional services under this solicitation for extra-curricular activities or other events that fall outside the typical scope herein.
- 12.2.9. Any prices submitted by Contractor s under this solicitation shall be held and applicable for any and all BDS site or department.

12.3 Knowledge of Sites / Site Visitations: It is the responsibility of each proposer to fully understand and be knowledgeable of what is expected at site under this solicitation and to thoroughly familiarize itself with each site listed herein. This includes the knowledge and familiarity of any local conditions which may affect the services required. No additional allowance will be made due to lack of knowledge of these conditions.

12.4 Service Hours & Scheduling: Contractor will be expected to perform services every working day of the building, school and/or facility. A current working calendar and holiday schedule will be provided to awarded Contractor(s) to develop the best work schedule for each site.

- 12.4.1. Contractor shall negotiate with BDS in the development of a suitable "Work Schedule" per site that will include start and closing times, number of employees and any other additional information as BDS deems necessary.
- 12.4.2. All cleaning scheduling shall be done with a minimum of disruption to normal school functions and must be approved by BDS site personnel.
- 12.4.3. Carpet cleaning, floor waxing "may" be completed outside the normal work routine as described herein. However, any adjustments to the regular work schedule and service days shall be requested for in writing to the BDS Contract Manager (14) fourteen days prior to and subject to approval by BDS.
- 12.4.4. No adjustment to the work schedule and/or service days shall be made or begin without their written authorization from BDS.
- 12.4.5. Services shall be provided during and after normal business hours Monday through Friday. Weekend and holiday work may be allowed for services, depending upon the nature of the work and availability of the facility.
- 12.4.6. All request for services after normal hours are subject to review and require (14) fourteen days prior approval by BDS.
- 12.4.7. Some work schedules at within certain services areas, department and facilities

may require specific needs and service hours. I.E. the Administrative Center, MIS Department, requires a Day Porter and normal cleaning staff to commence services no earlier than 4:30pm.

12.5 Special Events / Emergency Services: Contractor shall be responsible for any and all cleaning services directly related to all school/site activities, including but not be limited to: sporting events, PTO meetings, board meetings, Principal meetings, Open House, etc.... All services described herein shall be included in the monthly service pricing submitted under this solicitation.

- 12.5.1. Contractor shall not be responsible for community functions, banquets, emergency, shelter, leases or other rentals of school facilities outside of normal work hours. To clarify, proposer(s) may provide a list of any specific work outside of the monthly services' scope of work, as requested under this solicitation, specifically any additional services that are not covered by services as described herein.
- 12.5.2. Contractor shall provide hourly pricing, per the pricing sheet, with its proposal to accommodate such circumstances when additional services are required.
- 12.5.3. Contractor will invoice BDS separately for any additional services above the monthly scheduled cleaning services. Any and all work for additional services must have a valid service ticket or work order number and shall include all documentation and required prior approval information with each invoice. .
- 12.5.4. Contractor shall be available for emergency services. Emergency work will be determined and authorized by BDS. Emergency work will be considered outside the monthly scope of services and may be paid from a separate purchase order.
- 12.5.5. In the event that additional work is required outside of an approved, routine or scheduled service, Contractor shall not proceed without the written approval of BDS; this includes any emergencies that may arise. The Contractor shall be forewarned that only the Site Manager or Administrative Director may order or approve any such work to be performed. Each site possesses a facility manager or designee in which the Contractor may coordinate any on-site and monthly services with; however, no other person authorized to order additional work.

12.6 Special Services: Contractor shall have the opportunity to provide special service to various sites within the BDS which do not utilize contract cleaning services. These requests for service may include day laborers, special event coverage, summer cleaning of a facility, stripping and waxing of floors, pressure washing, etc. These request shall coordinated with each site via the BDS Contract manager and handle on a case by case basis, with the provision of services in compliance with the specifications listed herein:

- 12.6.1. Contractor shall provide hourly pricing, per the pricing sheet, with its proposal to accommodate such circumstances when additional special services are required.
- 12.6.2. Contractor will invoice BDS separately for any and all additional special services. Any and all work for additional special services must have a valid service ticket or work order number and shall include all documentation and required prior approval information with each invoice. .
- 12.6.3. In the event that additional work is required outside of an approved, routine or scheduled special service, Contractor shall not proceed without the written

prior approval from BDS.

12.7 Summer Cleaning: Proposer shall at a minimum meet the following summer cleaning standards for any and all BDS facilities. The Contractor and BDS Contract Manager shall meet with each site manager and determine service areas, time frame, start and completion dates and any special service requirements. With said agreement in writing and signed by all parties involved. Contract shall have an approved preliminary summer cleaning schedule in place and submitted to the BDS no later than April 15 of each contract year. Please note this list may not be all-inclusive and is given for a level of expectation for acceptable cleaning practices with each and all items or area thoroughly cleaned and free from;

- 12.7.1. Move and return all furnishing to designated services areas.
- 12.7.2. Some exception shall be made here and handle on case by case, per site basis, with all exceptions and changes indicated in the summer cleaning plan and form.
- 12.7.3. Wastebaskets: residue, liquids, spots, dirt, marks, smudges and food remnants.
- 12.7.4. Student Desktops & Tables: gum, dust, dirt, spots, paint, ink, surface marks, streaks and film.
- 12.7.5. Furniture: dust, dirt, spots, and surface film.
- 12.7.6. Teacher and office desktops shall not be moved or disturbed including any and all papers
- 12.7.7. All smartboards, teachers technology desk and accessories, computers, monitors, phones, terminals, printers and keyboards shall not be touched or moved by the Contractor's and its employees.
- 12.7.8. Dry-Erase-Chalkboards: wiped, sanitize, free from all markers and chalks
- 12.7.9. Counters: dust, dirt, spots, paint, ink, film, smears, stains, finger marks and sanitized.
- 12.7.10. Metal Surfaces: smears, stains, and finger marks, sanitized, clean, and polished.
- 12.7.11. Sinks: polished, rinsed, free of debris, food, film, streaks, and spots.
- 12.7.12. Carpets: free of mud, dirt, smudges, marks, dust, paper and other debris.
- 12.7.13. Shall include all carpeted areas including under student, teacher and office desks, and behind doors.
- 12.7.14. Rugs & Mats: free of mud, dirt, smudges, marks, dust, paper and other debris.
- 12.7.15. Shall include all areas rugs and entrance and exit matting systems.
- 12.7.16. Baseboards: Including steps, risers, landings, free of dirt, lint, streaks, mop strand marks, string, gum, grease, tar, behind doors and corner clean, surface is dry.
- 12.7.17. Floors, VCT: Including steps, risers, landings, are free of dirt, lint, streaks, mop strand marks, string, gum, grease, tar, behind doors and corner clean, surface is dry.
- 12.7.18. Floors, VCT: Stripped clean by approved floor product, free of dirt, lint, streaks, mop strand marks, string, gum, grease, tar, behind doors and corner clean, surface is dry. Floor product shall have a minimum of 30% active ingredient in the stripper.
- 12.7.19. Floors, VCT: Application of wax by approved floor product, no sealers allowed, Six (6) coats of wax minimum, high gloss presentation, and overall appearance of cleanliness. Floor product shall have a minimum of 25% solids in the finish.
- 12.7.20. Walls: Walls up to 100 "vertical and horizontal, free of dirt, lint, streaks, mop strand marks, string, gum, grease, tar, behind doors and corner clean, surface

is dry. .

12.7.21. Ceilings: Ceilings shall be free of cobwebs, spots, and streaks.

12.7.22. Blinds: Both sides of blind slats, cords, tapes, free of dust and water spots.

12.7.23. Windows/Glass: fingerprints, smears, cobwebs, dirt, dust, smudges, streaks and spots.

12.7.24. Windowsills: cobwebs, dirt, dust, spots, streaks, and smudges.

12.7.25. Drinking Fountains: clean, bright, sanitized and free of dust, spots, stains, streaks, trash, ink, etc.

12.7.26. Mirrors: fingerprints, smears, cobwebs, dirt, dust, smudges, streaks, and spots.

12.7.27. Porcelain: fixtures, washbasins, urinals, toilets, etc., sanitized, clean, bright, spots, stains, dust, rust and mold etc.

12.7.28. Dispensers: Filled, waste and sanitary receptacles, empty, clean, sanitized etc.

12.7.29. Commons areas, entrances, stairways etc.; paper, trash, empty bottles, and any other debris.

12.8 Initial Cleaning: Proposer shall at a minimum meet the following cleaning standards as specified in line item 12.7 for an initial for any and all BDS facilities under contract. The Contractor and BDS Contract Manager shall meet with each site manager and determine service areas, time frame, start and completion dates and any special service requirements. With said agreement in writing and signed by all parties involved.

12.9 Signs: Contractor shall post all signs, as necessary and when applicable, that serve as notification of applied chemicals or cautionary warnings. Contractor shall also be responsible for posting any restriction signs, when applicable, as well as notifying the school representative of any restrictions.

12.10 Program Evaluation: It shall be the sole responsibility of the Contractor to provide cleaning services for the individual locations in keeping with high standards for an educational institution from the perspectives of sanitation, public relations, and protection of the physical facility.

12.10.1. BDS will continually monitor the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies. Contractor will be evaluated no less than bi-annually for the duration of the contract and again for any upcoming renewal periods. Evaluations will determine if the Contractor is providing an acceptable level of cleaning services.

12.10.2. Contractor administration staff will be expected to participate in monthly review meetings to discuss the overall performance of the contract, evaluation and progress of the Contractor and any compliance issues or problems.

12.11 Program Inspections: It shall be the sole responsibility of the Contractor to provide cleaning services for the individual sites, in keeping with high standards for an educational institution from the perspectives of sanitation, protection and operation of the physical facility. Formatting of required forms TBD.

- 12.11.1. The Contractor shall create an Inspections System which is tailored to the specific school and which covers all services stated in the tasks and frequencies segment of the contract.
- 12.11.2. The Contractor shall devise a checklist for use during the performance of the work.
- 12.11.3. The checklist shall be signed and dated to indicate the time inspection was completed and turned in to the Contract Manager within three (3) days.
- 12.11.4. It is not permissible for the person who performs the work to inspect and accept that work.
- 12.11.5. The Contractor shall provide a supervisor who will conduct joint inspection with BDS Contract Manager at each facilities on a bi-weekly weekly basis insuring compliance with the requirements and specifications of this bid
- 12.11.6. The web based quality control and inspection system shall be the only method or venue for communicating with the Contractor. In the reporting of all inspections results, requests for corrective action, reporting of any and all deficiencies and areas of concern requiring additional inspections.
- 12.11.7. Any such communications shall be electronically signed by both district, Contractor representatives and all parties involved.
- 12.11.8. The web based inspection checklist shall indicate all deficiencies of each area inspected.
- 12.11.9. A copy of the checklist is to be emailed to those on the site email distribution list.
- 12.11.10. The Contractor's shall accompany the District Contract Manager on any non-scheduled site inspection when requested.
- 12.11.11. The results of each site inspection shall be posted to the web based quality control system and become part of the site contract file.
- 12.11.12. The District reserves the right to have final say in all inspection results in which the District determines the Contractor(s) performance and/or quality of work does not meet specifications or standards set herein. These decisions and determinations are not open for any discussions and/or negotiations.

12.12 Correction of Services: Non-compliance for completeness and thoroughness in the duties shall be solely determined by BDS. Contractor shall promptly correct all work rejected by BDS as defective or as failing to conform to the contract documents, at no additional cost to BDS.

- 12.12.1. Contractor will be notified by BDS personnel via email and shall correct all deficiencies as requested by the BDS Contract manager and completed no later than the start of the next school day.
- 12.12.2. BDS reserves the right to reduce any monies owed by \$50.00 per service within each specific service area, to such time required for any issues of non-compliance to be resolved by the Contractor.
- 12.12.3. Formatting of required forms TBD.
- 12.12.4. If issues of non-compliance continue at a particular site and without additional notification. BDS reserves the right to have any and all pending, open non-compliance issues or duties may be completed by other means and/or Contractor as BDS deems it's necessary.
- 12.12.5. Failure to respond or correct deficiencies shall be cause for immediate termination of contract.

- 12.12.6. Monetary charges for these issues of non-performance shall be a non-negotiable condition of the contract and shall remain applicable for the duration of the contract terms.

12.13 Supplementary Specifications: BDS reserves the right to add supplementary specifications to any services under this solicitation. Supplementary specifications may be for larger or special circumstances, at the time of said service. All supplemental services must be approved in writing by both parties. A price may be negotiated at the time if necessary for any supplementary specifications that may alter the scope of work listed herein. Performance of supplemental services by company without prior written authorization may result in the loss of company's entitlement to compensation for such services. With such determinations and decisions at the sole discretion of BDS.

13) Scope of Work Service Specifications

13.1 Expectation of Service: BDS expects awarded Contractor(s) to recognize the intent of the specifications and scope of work listed herein and perform any and all duties in compliance with the scope and any of its intentions.

- 13.1.1. Contractor will be expected to complete any and all services listed herein during the course of the contract and work with BDS to evolve other duties as so assigned. Please note that needs will vary per site and therefore services listed are a generalization of the duties that need to be addressed as applicable per site and it will be the responsibility of the Contractor to determine the needs of each site to meet or exceed the cleaning standards and expectations of BDS.
- 13.1.2. Contractor will be expected to work with BDS staff, Facility Manager or site administrator on any special cleaning needs that are required or may arise during the course of the contract.

13.2 Cleaning Standards: Proposer shall at a minimum meet the following cleaning standards for any and all BDS facilities. Please note this list may not be all-inclusive and is given for a level of expectation for acceptable cleaning practices.

- 13.2.1. *Wastebaskets:* are free of residue, liquids, spots and dirt. Lids of plastic containers are free of marks, smudges and food remnants. Liners are replaced daily.
- 13.2.2. *Student Desktops & Tables:* are free of dust, dirt, spots, paint, ink, surface film, etc.... Only open or unoccupied areas of desktops shall be serviced. Any wood surfaces shall be free of dust and dirt and shall be cleaned as necessary.
- 13.2.3. *Furniture:* All furniture (including fabric, plastic, and metal units) are free of dust, dirt, spots, and surface film. Teacher and office desktops are NOT disturbed and any and all papers are NOT to be removed or disturbed. Personal computers, monitors, phones, terminals, printers and keyboards are not touched by the Contractor's employees and/or work crews unless specifically requested. Only open areas of desktops shall be serviced.
- 13.2.4. *Dry-Erase / Chalkboards:* are wiped, sanitize and cleaned daily and are free from marker, chalkboards (unless states "DO NOT ERASE" w/ Date)
- 13.2.5. *Counters:* are free of dust, dirt, spots, paint, ink, film, smears, stains, and finger

marks and sanitized.

- 13.2.6. *Metal Surfaces:* are free of smears, stains, and finger marks, sanitized, clean, and polished. Sinks are rinsed and free of debris, food and spots.
- 13.2.7. *Carpets, Rugs & Mats:* All carpets, BDS owned rugs and mats are free of mud, dirt, smudges, marks, dust, paper and other debris. Shall include all carpeted areas including under student, teacher and office desks, and behind doors.
- 13.2.8. *Floors & Baseboards:* Floors (VCT, Tile, etc....) including steps, risers, and landings, are free of dirt, lint, streaks, mop strand marks, string, gum, grease, tar, skipped areas, reapplied wax etc., and present an overall appearance of cleanliness. All surfaces are dry and the corners clean.
- 13.2.9. *Walls:* Walls and baseboards are free of dirt, cobwebs, lint, streaks, etc., and present an overall appearance of cleanliness. All surfaces are dry and the corners clean and free of splashing and markings from any equipment.
- 13.2.10. *Ceilings:* Ceilings shall be free of cobwebs, spots, and streaks.
- 13.2.11. *Blinds:* Both sides of blind slats, cords and tapes are clean, free of dust and water spots.
- 13.2.12. *Windows/Glass:* are free of all fingerprints, smears, cobwebs, dirt, dust, smudges, streaks and spots.
- 13.2.13. *Windowsills:* are free of all cobwebs, dirt, dust, spots, streaks, and smudges. There is no obstruction to the visibility due to improper cleaning.
- 13.2.14. *Drinking Fountains:* surfaces are clean, bright, sanitized, and free of dust, spots, stains, and streaks.
- 13.2.15. Drinking fountains shall be free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.
- 13.2.16. *Mirrors:* Mirrors are clean and free of fingerprints, smears, cobwebs, dirt, dust, smudges, streaks, and spots.
- 13.2.17. *Porcelain:* Porcelain fixtures (washbasins, urinals, toilets, etc.) are kept clean and bright; there are no spots, stains, dust, rust, mold, encrustation, and excess moisture. In washrooms with showers, the showers are free from dust, spots, stains, rust, mold, encrustation, and excess moisture.
- 13.2.18. *Dispensers:* All supply dispensers are filled. Waste and sanitary napkin receptacles are empty, clean, sanitized, and have new liners or bags. Additional supplies are set out in the event dispensers need to be restocked before custodians service the area.
- 13.2.19. *Outside Common Areas:* outdoor common areas (entrances, patios, stairways, bus loops, etc....) are free of all paper, trash, empty bottles, and any other debris.

13.3 Cleaning Definitions: Proposer shall at a minimum meet the following cleaning definitions and standards for any and all BDS facilities. Please note this list may not be all-inclusive and is given for a level of expectation for acceptable cleaning practices.

- 13.3.1. *Buff:* Remove all marks using floor machine equipment with polishing pad to maintain floor luster.
- 13.3.2. *Carpet extraction:* Shampoo carpeting using steam, wet extraction machine method.
- 13.3.3. *Clean:* Remove all dirt, stains, streaks and marks with approved cleaner.
- 13.3.4. *Daily:* Work to be performed each and every day of the week.
- 13.3.5. *Damp Mop:* Remove all surface dirt and stains with mop and warm water

containing detergent or floor cleaner as required.

- 13.3.6. *Damp Wipe:* Remove surface dirt with damp cloth with appropriate cleaners.
- 13.3.7. *Disinfect:* To cleanse in order to destroy disease and germs.
- 13.3.8. *Disinfectant:* A germicidal cleaner for microbe control.
- 13.3.9. *Dust:* Remove all loose dirt and debris. Specially treated cloths shall be used.
- 13.3.10. *Mop:* Remove all surface dirt and stains with a mop and warm water containing floor cleaner or germicidal disinfectant.
- 13.3.11. *One Day:* 24 clock hours.
- 13.3.12. *Polish:* Machine polish or rub with dry cloth.
- 13.3.13. *Refinish:* Apply proper floor coating (wax on polish or sealer) and buff.
- 13.3.14. *Sanitize:* To cleanse free from dirt and bacteria.
- 13.3.15. *Scrub:* Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pad.
- 13.3.16. *Strip:* Remove all accumulation of old floor finish, all surface dirt, stains and marks. Rinse and dry.
- 13.3.17. *Sweep/Dust Mop:* Remove all loose dirt and litter with dustless-type sweeping tools on smooth concrete, tiled, and terrazzo floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.
- 13.3.18. *Vacuum:* Remove all surface and embedded dirt, dust and debris using an approved vacuum cleaner.
- 13.3.19. *Wash:* Remove all dirt, stains, and marks with approved cleaner; rinse and dry.
- 13.3.20. *Wax:* Apply appropriate number of coats of approved floor finish.

13.4 Expected Services: Proposer shall at a minimum meet the following cleaning expectations and standards for any and all BDS facilities. Please note this list may not be all-inclusive and is given for a level of expectation for acceptable cleaning practices.

- 13.4.1. *Daily:* Following services will be performed in every assigned areas each service day
 - 13.4.1.1. Empty garbage/recycling wastebaskets – Replace liners daily or as necessary.
 - 13.4.1.2. Spot Clean desk tops
 - 13.4.1.3. Clean and sanitize counters and sinks
 - 13.4.1.4. Clean all dry-erase / chalkboards (unless states “DO NOT ERASE” w/ Date)
 - 13.4.1.5. Sweep and/or dust mop all composition floors
 - 13.4.1.6. Spot mop composition floors with all-purpose cleaner
 - 13.4.1.7. Vacuum all carpets
 - 13.4.1.8. Spot clean carpet as needed
 - 13.4.1.9. Vacuum walk-off mats
 - 13.4.1.10. Remove fingerprints from doors, frames, light switches, kick plates, handles, railings and glass
 - 13.4.1.11. Secure any exterior doors and windows and turn off lights before leaving room
- 13.4.2. *Weekly:* Following services will be performed in every assigned service areas at a minimum of once per week:
 - 13.4.2.1. Low dust all horizontal surfaces to hand height including desks, chairs and tables
 - 13.4.2.2. Sweep, Wipe and Damp clean baseboards
 - 13.4.2.3. Dust and Damp clean window ledges
 - 13.4.2.4. Remove fingerprints from doors, frames, light switches, kick plates, handles,

railings and glass

13.4.2.5. Spot clean all door glass

13.4.2.6. Vacuum chalk rails and/or damp wipe

13.4.2.7. Mop all composition floors

13.4.2.8. Vacuum all carpeted areas

13.4.3. *Monthly:* Following services will be performed in every assigned service areas at a minimum of once per month.

13.4.3.1. High dust above hand height horizontal surfaces, including shelves, pipes, moldings, pipes, ducts, heating outlets and vents, etc. with a 6' ladder and/or cleaning extension tool

13.4.3.2. BDS personnel will be responsible for areas higher than a 6' ladder

13.4.3.3. Remove dust and cobwebs from ceiling areas

13.4.3.4. Dust blinds

13.4.4. *Semi-Annually:* Following services will be performed in every assigned service areas at a minimum of twice per year no less than six (6) months apart.

13.4.4.1. Clean student desks and chairs

13.4.4.2. Clean teacher desk and chair

13.4.4.3. Clean cabinets and workspace all areas

13.4.4.4. Clean upholstered furniture

13.4.4.5. Clean tile surfaces

13.4.5. *Annually:* Following services will be performed in every assigned service areas at a minimum of once per year no less than twelve (12) months apart.

13.4.5.1. Clean all carpets and rugs

13.4.5.2. Strip and Refinish all floors

13.4.5.3. Carpets and floors will be serviced at a time when building occupancy is at a minimum and there will be sufficient time to allow for drying before being utilized.

13.5 Cafeteria Areas: Proposer shall at a minimum meet the following cleaning expectations and standards for any and all BDS facilities. Please note this list may not be all-inclusive and is given for a level of expectation for acceptable cleaning practices. These requirements shall be in additions to the requirements and standards already set within sections 13.1-2-3-4 of this bid.

13.5.1. Daily: following services will be performed in every cafeteria/cafeteria area, each service day when school is in session and students and/or staff are present. As necessary during non-student contact days.

13.5.1.1. Remove trash and recyclables from cafeteria area

13.5.1.2. Spot clean interior glass to hand height after school hours

13.5.1.3. Clean, wipe down tables, empty trash, and clean up all foods and spills

13.5.1.4. Sweep entire floor and mop

13.6 Restrooms: Proposer shall at a minimum meet the following cleaning expectations and standards for any and all BDS facilities. Please note this list may not be all-inclusive and is given for a level of expectation for acceptable cleaning practices. These requirements shall be in additions to the requirements and standards already set within sections 13.1-2-3-4 of this bid.

- 13.6.1. *Daily:* following services will be performed in every restroom, dressing & locker room, each service day when school is in session and students and/or staff are present. As necessary during non-student contact days.
 - 13.6.1.1. Restrooms or specified service areas shall be thoroughly cleaned each day.
 - 13.6.1.2. Empty garbage and wastebaskets daily
 - 13.6.1.3. Clean and sanitize, all vitreous fixtures including toilet bowls, urinals and hand basins
 - 13.6.1.4. Clean and sanitize chrome fittings
 - 13.6.1.5. Clean and sanitize toilet seats
 - 13.6.1.6. Clean glass and mirrors
 - 13.6.1.7. Clean and sanitize exterior of containers
 - 13.6.1.8. Clean and remove spots, stains and splashes from wall area and counter tops
 - 13.6.1.9. Clean restroom partitions
 - 13.6.1.10. Sweep floors daily
 - 13.6.1.11. Mop floors with germicidal disinfectant daily
 - 13.6.1.12. Fill expendable supplies in restroom dispensers
 - 13.6.1.13. Clean and remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, glass, etc.
- 13.6.2. *Weekly:* Following services will be performed in every restroom, dressing & locker room at a minimum of once per week:
 - 13.6.2.1. Low dust horizontal surfaces to hand height
 - 13.6.2.2. Damp clean baseboards
 - 13.6.2.3. Clean all walls thoroughly with cleaning and sanitizing solution (more if necessary)
 - 13.6.2.4. Wash and sanitize interior of wastebaskets
 - 13.6.2.5. Detailed cleaning of all floors with germicidal disinfectant
 - 13.6.2.6. Detailed cleaning of all partitions with germicidal disinfectant
- 13.6.3. *Monthly:* Following services will be performed in every restroom, dressing & locker room at a minimum of once per month.
 - 13.6.3.1. High dust above hand height horizontal surfaces, including shelves, pipes, moldings, pipes, ducts, heating outlets and vents, etc. with a 6' ladder. (BDS personnel will be responsible for areas higher than a 6' ladder)
 - 13.6.3.2. Remove dust and cobwebs from ceiling areas
- 13.6.4. *Semi-Annually:* Following services will be performed in every restroom/dressing room/locker room at a minimum of twice per year no less than six (6) months apart.
 - 13.6.4.1. Strip and/or Refinish all floors
 - 13.6.4.2. Clean all furniture and equipment
 - 13.6.4.3. Steam Clean all tile surfaces
 - 13.6.4.4. Clean all floors with germicidal disinfectant
 - 13.6.4.5. Clean all partitions with germicidal disinfectant

13.7 Multi-Purpose, Gymnasium, Weight, and Locker & Training Rooms: The scope of work, determination of services areas and cleaning requirements shall be negotiated on a sites and case by case basis. Formatting of required forms TBD.

- 13.8 Special Events:** During the course of the contract there will be several school and site related, scheduled events that will be covered for cleaning services under this solicitation. These include but are not limited to: School based concerts, PTA/PTO, School/Parent meetings, Board Meetings, ceremonies, etc. Contractor will provide all services as necessary for these events as specified herein.
- 13.9 Additional non-School Related Events / Labor Rates:** During the course of the contract there will be several non-school related, scheduled and unscheduled events that Contractor will provide additional cleaning services for. These include but are not limited to: leases, youth organization (boy scouts), after school child care, emergency shelters, etc. these purpose, Proposer shall provide labor rates for cleaning services to cover any and all services as necessary for these events. Formatting of required forms TBD.
- 13.10 Trash Collection:** All trash collected by the Contractor shall be discarded into BDS provided dumpster or bin designated for garbage, located at each site. BDS will be responsible to insure bins are emptied on a regular basis.
- 13.11 Recycling:** If applicable and if a BDS sites is participating in a recycling program. Site will have multiple receptacles throughout in various locations of the facility.
- 13.11.1. Contractor will be responsible for emptying receptacles each night and keeping recyclables separate from garbage.
 - 13.11.2. Contractor will be responsible for discarding recyclables in a BDS provided recycling bins and/or dumpster.
 - 13.11.3. Recycle bins will be clearly labeled and marked and BDS will be responsible to insure the bins are emptied on a regular basis.
 - 13.11.4. Contractor shall also be responsible for the breakdown of all cardboard boxes as necessary, prior to disposal in designated recycling areas and/or containers.
- 13.12 Floor Cleaning Schedule:** Contractor shall submit a schedule to BDS and facility manager or site administrator of when floors and carpeted areas will be serviced and the type of service that will be performed (i.e. buffed, spray waxed strip & re-wax, carpet shampooed, steam, etc.
- 13.12.1. Contractor shall be held accountable to the schedule submitted and shall perform services as scheduled. BDS shall be consulted and assist with coming up with a schedule to insure all areas and services are performed and do not interfere with other ongoing activities.
 - 13.12.2. The facility manager will inform the respective departments, per the schedule, of when their areas will be cleaned.
 - 13.12.3. With respective departments being asked to remove minor loose items from the floor which may interfere with the cleaning or service being performed.
 - 13.12.4. A floor schedule form shall be created, for each site. Proposer shall submit with its proposal as part of its approach and understanding to the services a sample of a floor cleaning schedule.
 - 13.12.5. When the Contractor performs these scheduled services, requires sufficient documentation and signature, of when service was provided. The facility manager and/or site administrator will then inspect said service areas and also sign as acceptance of services provided.
 - 13.12.6. Failure to maintain floor cleaning records may be cause for rejection of

proposal or an unsatisfactory performance rating and possible termination of contract.

13.12.7. Formatting of required forms TBD.

13.13 Modifications or Changes: Proposers understand this solicitation is for the general cleaning services for all BDS sites:

13.13.1. All cleaning duties listed herein are anticipated duties with this scope of work not all inclusive of the cleaning duties which may be rendered over the course of the contract.

13.13.2. Changes to this scope of work may be considered and/or occur once the Contractor has commenced its services.

13.13.3. Contractor must be willing to work with BDS in developing the best cleaning standards and requirements for all sites utilizing said services in the development of best practices and schedules for each.

13.13.4. Formatting of required forms TBD.

14) Pricing Specifications

14.1 Proposal Pricing: Contractor shall provide pricing that includes all items necessary for the proper execution and completion of the services requested under this solicitation. No additional charges or hidden costs shall be allotted during the course of the Contract. All pricing submitted will be firm for the duration of the contract. Pricing shall be submitted on the attached sheets in the following manner:

14.1.1. Cleaning Services: Proposer shall provide a fixed, all-inclusive annual, square footage price to perform the necessary cleaning services listed herein.

14.1.2. Square footages listed are the most recent and up to date information available to BDS. After commencement of contract if it is discovered there are any discrepancies in square footages, then pricing may be adjusted accordingly.

14.1.3. Annual = 12 months, 1 calendar year.

14.2 Labor Rates: Contractor shall supply hourly labor rates for any and all additional services or work that falls outside the main scope of this solicitation or for work at the request of BDS. Rates shall be provided for the specific cleaning staff as listed.

14.2.1. All labor rates shall be all inclusive of supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools, chemicals, materials and hand tools and all other items necessary for the provision of satisfactory service.

14.2.2. Labor pricing will be given for standard hours which will be Monday through Friday 7:00 AM to 5:00 PM.

14.2.3. Non-standard (OT) hours may be any time after 5:00 PM, thereafter or holidays. The payment of overtime hours shall be paid to the employee as mandated by State and Federal law.

14.2.4. All rates will be fixed for the term of the contract.

14.2.5. All hourly rates and times shall start on the "job site". Any travel time expenses shall be borne by the Contractor and will not be reimbursed by BDS.

14.3 Pricing Sheets: Contractor shall provide pricing as described herein. Pricing sheets have been provided to demonstrate the sites and costs that must be submitted with proposal. The sheets are provided for convenience and ease of understanding the pricing schedule submitted (Exhibit B). Proposer may use additional or alternate sheets but

format shall be the same and include pricing as described herein.

RFP #19-10 Exhibit A
CLAIMING LOCAL PREFERENCE

_____ **5% Discount Requested**

Our business is requesting a 5% local preference based on the fact that our MAIN/HOME office is located in Panama City. It is located at:

_____.

_____ **3% Discount Requested**

Our business is requesting a 3% local preference based on the fact that we have an office located in Bay County. It is located at:

_____.

Additional Comments:

RFP #19-10 Exhibit B
Contract Cleaning Services – BID PRICING SHEET

The proposer represents herewith that it is aware of the working conditions, has carefully reviewed the proposal and specifications, has checked and certifies the accuracy of the solicitation. The following Pricing and solicitation sheets are provided to assist Contractor in submitting a complete package; however these sheets are not the only items necessary to complete a full package. Proposer shall submit all requirements as outlined within the entire solicitation.

Name of Proposer: _____ Local Preference: _____

The Contractor hereby offers to furnish all labor, equipment, materials, appurtenances and services required for Cleaning Services, all in accordance with this solicitation. Pricing shall be based on an annual* per square foot charge per site. Proposer shall provide its annual* per sq. foot price x the total square footage for an annual* price per site.

#	CC	Site	PSF Annual Price		Total Sq. Footage	Annual Price
1	0061	Bay High School	\$	X	146,638	\$
2	0571	Breakfast Point	\$	X	108,941	\$
3	0541	Dean Bozeman	\$	X	118,023	\$
4	0101	Callaway ES	\$	X	49,485	\$
8	0171	Lynn Haven ES	\$	X	61,069	\$
9	0491	Mosley HS	\$	X	151,018	\$
10	0511	Tommy Smith ES	\$	X	56,685	\$
12	9100	Nelson Building	\$	X	51,261	\$
13	9260	R.L. Young Center	\$	X	16,123	\$
14	9100	BDS-Wellness Center	\$	X	3,683	\$
15	9100	Student Services Bldg. #2	\$	X	2,715	\$
16	9100	Student Services Bldg. #4,5,6	\$	X	15,039	\$
						\$
19		Total Bid:				

A. Labor Rates

Please provide labor rates for all additional services not included herein.

Trade	Standard Hourly Rate	Non-Standard Hourly
Day Laborers - Contracted Schools	\$	\$
Day Laborers- Non Contracted School	\$	\$
Special Services- Contracted Schools	\$	\$
Special Services- Non Contracted Schools	\$	\$
Strip/Wax- Non Contracted Schools Labor only , Per Square Foot Cost Site will provide Floor Products	\$	\$
Summer Cleaning- Non Contracted Schools Labor only , Per Square Foot Cost, Site will provide Floor Products	\$	\$

RFP #19-10 Exhibit C
RFP #19-10 Initial Cleaning Services – PRICING SHEET

The proposer represents herewith that it is aware of the working conditions, has carefully reviewed the proposal and specifications, has checked and certifies the accuracy of the solicitation. The following Pricing and solicitation sheets are provided to assist Contractor in submitting a complete package; however these sheets are not the only items necessary to complete a full package. Proposer shall submit all requirements as outlined within the entire solicitation.

Name of Proposer: _____ Local Preference: _____

The Contractor hereby offers to furnish all labor, equipment, materials, appurtenances and services required for Cleaning Services, all in accordance with this solicitation. Pricing shall be based on a per square foot charge per site. Proposer shall provide it's per sq. foot price x the total square footage price per site.

	CC	Site	Initial Cleaning Cost Per Sq. Ft.		Total Sq. Footage	Price
1	0061	Bay High School	\$	X	146,638	\$
2	0571	Breakfast Point Academy	\$	X	108,941	\$
3	0541	Deane Bozeman School	\$	X	118,023	\$
4	0101	Callaway ES	\$	X	49,485	\$
8	0171	Lynn Haven ES	\$	X	61,069	\$
9	0491	Mosley HS	\$	X	151,018	\$
10	0511	Tommy Smith ES	\$	X	56,685	\$
12	9100	Nelson Building	\$	X	51,261	\$
13	9260	R.L. Young Center	\$	X	16,123	\$
14	9100	BDS-Wellness Center	\$	X	3,683	\$
15	9100	Student Services Bldg #2	\$	X	2,715	\$
16	9100	Student Services Bldg #4,5,6	\$	X	15,039	\$
						\$
17		Total Bid:				

ATTACHMENT A

Conflict of Interest Disclosure

Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this bid/bid.

Conflict of Interest Disclosure: Florida Statute 112.313 generally prohibits Bay District Schools purchasing agents and officials from doing business with Bay District Schools, except that certain transactions are permitted by Florida Statute 112.313(12), some of which require filing a disclosure with the supervisor of elections that states the Bay District Schools official's interest, or the interest of the official's spouse or child, and the nature of the intended business. Therefore, Bay District Schools requires Proposer/Bidder/Vendor to execute either Section I **or** Section II hereunder relative to Florida State Statutes 112.313(3) and 112.313(12). Failure to execute either section may result in rejection of this proposal/bid.

SECTION I

I hereby certify that (1) no Bay District Schools public officer and no employee of Bay District Schools acting as a purchasing agent, nor the officer's or employee's spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor and (2) no Bay District Schools public officer and no employee acting as a purchasing agent, or the officer's or employee's spouse or child, or any combination of them, directly or indirectly owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor. Furthermore, as part of this Proposal/Bid/Sale, no Bay District Schools public officer or employee will be acting in a private capacity or as a director Proposer/Bidder/Vendor to rent, lease, or sell any realty, goods, or services to Bay District Schools.

Signature: _____ Company Name: _____

Printed Name: _____ Business Address: _____

SECTION II

The following named Bay District Schools official(s) and/or employee(s), or their spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor or the officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest in Proposer/Bidder/Vendor (owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor).

I hereby certify that the named Bay District Schools official(s) and/or employee(s) filed Conflict of Interest Statements with the Bay County Supervisor of Elections prior to proposal/bid opening.

Name	Title or Position	Date of Filing
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Signature: _____ Company: _____

ATTACHMENT B
SWORN STATEMENT UNDER SECTION 287.133(3) (A),
FLORIDA STATUTES PUBLIC ENTITY CRIMES AFFIDAVIT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bay District Schools by

Print name of entity submitting sworn statement)

whose business address is _____
_____ and, (if applicable) its Federal Employer Identification
Number (FEIN) is _____ (if the entity has no FEIN, include Social Security
Number of the individual signing this sworn statement: _____).

2. I understand that a “public entity crime” as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” is defined in Section 287.133(1)(a), Florida Statutes, means:
- (A) A predecessor or successor of a person convicted of a public entity crime; or
 - (B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who is personally known to me or who has produced _____ as identification, and who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2019.

Signature of Notary Public

My Commission Expires: _____
Name of Notary Public (Seal)

ATTACHMENT C

DRUG FREE WORKPLACE **Section 287.087 Florida Statutes**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 counseling, rehabilitation, and 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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature: _____

ATTACHMENT D
AFFIDAVIT CONCERNING ILLEGAL ALIENS

The undersigned states that _____ complies with the provisions of Section 274A of the Immigration and Nationality Act; that _____ substantiates that all employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state & grand funds or federal stimulus dollars, can legally work in the United States and complies with the provisions of federal and state laws, and will maintain such throughout the life of this contract. Any misrepresentation or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and immediate termination of the contract for all awarded sites.

_____ Signature	_____ Date
_____ Printed Name	_____ Name of Organization
_____ Title	_____ Address, City & State

State of _____ **County of:** _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year 2019 by**
_____ **who is personally known to me or has produced**
_____ **as identification.**

_____ Signature, NOTARY PUBLIC	_____ Printed Name, NOTARY PUBLIC
--	---

Commission #: _____

Commission Expires: _____

ATTACHMENT E

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) 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 of 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.

Organization Name

RFP 19-10 Contract Cleaning Svcs.
RFP Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT “E” CONTINUED

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein 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 of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom 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”, “voluntarily exclude”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these 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 perspective participant in a lower tier covered transaction that it 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 Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 may pursue available remedies, including suspension and/or debarment.

Attachment F

Federal Acquisition Regulations Reference

<https://www.acquisition.gov/content/part-16-types-contracts#i1104876>

14.408-4 Economic price adjustment. <https://www.acquisition.gov/content/14408-4-economic-price-adjustment#i1110044>

(a) Bidder proposes economic price adjustment.

(1) When a solicitation does not contain an economic price adjustment clause but a bidder proposes one with a ceiling that the price will not exceed, the bid shall be evaluated on the basis of the maximum possible economic price adjustment of the quoted base price.

(2) If the bid is eligible for award, the contracting officer shall request the bidder to agree to the inclusion in the award of an approved economic price adjustment clause (see 16.203) that is subject to the same ceiling. If the bidder will not agree to an approved clause, the award may be made on the basis of the bid as originally submitted.

(3) Bids that contain economic price adjustments with no ceiling shall be rejected unless a clear basis for evaluation exists.

(b) Government proposes economic price adjustment.

(1) When an invitation contains an economic price adjustment clause and no bidder takes exception to the provisions, bids shall be evaluated on the basis of the quoted prices without the allowable economic price adjustment being added.

(2) When a bidder increases the maximum percentage of economic price adjustment stipulated in the invitation or limits the downward economic price adjustment provisions of the invitation, the bid shall be rejected as nonresponsive.

(3) When a bid indicates deletion of the economic price adjustment clause, the bid shall be rejected as nonresponsive since the downward economic price adjustment provisions are thereby limited.

(4) When a bidder decreases the maximum percentage of economic price adjustment stipulated in the invitation, the bid shall be evaluated at the base price on an equal basis with bids that do not reduce the stipulated ceiling. However, after evaluation, if the bidder offering the lower ceiling is in a position to receive the award, the award shall reflect the lower ceiling.

16.203-1 Description. <https://www.acquisition.gov/content/16203-1-description>

(a) A fixed-price contract with economic price adjustment provides for upward and downward revision of the stated contract price upon the occurrence of specified contingencies. Economic price adjustments are of three general types:

(1) Adjustments based on established prices. These price adjustments are based on increases or decreases from an agreed-upon level in published or otherwise established prices of specific items or the contract end items.

(2) Adjustments based on actual costs of labor or material. These price adjustments are based on increases or decreases in specified costs of labor or material that the contractor

actually experiences during contract performance.

(3) Adjustments based on cost indexes of labor or material. These price adjustments are based on increases or decreases in labor or material cost standards or indexes that are specifically identified in the contract.

(b) The contracting officer may use a fixed-price contract with economic price adjustment in conjunction with an award-fee incentive (see 16.404) and performance or delivery incentives (see 16.402-2 and 16.402-3) when the award fee or incentive is based solely on factors other than cost. The contract type remains fixed-price with economic price adjustment when used with these incentives.

16.203-2 Application. <https://www.acquisition.gov/content/16203-2-application>

A fixed-price contract with economic price adjustment may be used when (i) there is serious doubt concerning the stability of market or labor conditions that will exist during an extended period of contract performance, and (ii) contingencies that would otherwise be included in the contract price can be identified and covered separately in the contract. Price adjustments based on established prices should normally be restricted to industry-wide contingencies. Price adjustments based on labor and material costs should be limited to contingencies beyond the contractor's control. For use of economic price adjustment in sealed bid contracts, see 14.408-4 .

(a) In establishing the base level from which adjustment will be made, the contracting officer shall ensure that contingency allowances are not duplicated by inclusion in both the base price and the adjustment requested by the contractor under economic price adjustment clause.

(b) In contracts that do not require submission of certified cost or pricing data, the contracting officer shall obtain adequate data to establish the base level from which adjustment will be made and may require verification of data submitted.

16.203-3 Limitations. <https://www.acquisition.gov/content/16203-3-limitations>

A fixed-price contract with economic price adjustment shall not be used unless the contracting officer determines that it is necessary either to protect the contractor and the Government against significant fluctuations in labor or material costs or to provide for contract price adjustment in the event of changes in the contractor's established prices.

16.203-4 Contract clauses. <https://www.acquisition.gov/content/16203-4-contract-clauses>

(a) Adjustment based on established prices-standard supplies.

(1) The contracting officer shall, when contracting by negotiation, insert the clause at 52.216-2, Economic Price Adjustment-Standard Supplies, or an agency-prescribed clause as authorized in paragraph (a)(2) of this subsection, in solicitations and contracts when all of the following conditions apply:

(i) A fixed-price contract is contemplated.

(ii) The requirement is for standard supplies that have an established catalog or market price.

(iii) The contracting officer has made the determination specified in 16.203-3.

(2) If all the conditions in paragraph (a)(1) of this subsection apply and the contracting officer determines that the use of the clause at 52.216-2 is inappropriate, the contracting officer may use an agency-prescribed clause instead of the clause at 52.216-2.

(3) If the negotiated unit price reflects a net price after applying a trade discount from a catalog or list price, the contracting officer shall document in the contract file both the catalog or list price and the discount. (This does not apply to prompt payment or cash discounts.)

(b) Adjustment based on established prices-semistandard supplies.

(1) The contracting officer shall, when contracting by negotiation, insert the clause at 52.216-3, Economic Price Adjustment-Semistandard Supplies, or an agency-prescribed clause as authorized in paragraph (b)(2) of this section, in solicitations and contracts when all of the following conditions apply:

(i) A fixed-price contract is contemplated.

(ii) The requirement is for semistandard supplies for which the prices can be reasonably related to the prices of nearly equivalent standard supplies that have an established catalog or market price.

(iii) The contracting officer has made the determination specified in 16.203-3.

(2) If all conditions in paragraph (b)(1) of this subsection apply and the contracting officer determines that the use of the clause at 52.216-3 is inappropriate, the contracting officer may use an agency-prescribed clause instead of the clause at 52.216-3.

(3) If the negotiated unit price reflects a net price after applying a trade discount from a catalog or list price, the contracting officer shall document in the contract file both the catalog or list price and the discount. (This does not apply to prompt payment or cash discounts.)

(4) Before entering into the contract, the contracting officer and contractor must agree in writing on the identity of the standard supplies and the corresponding line items to which the clause applies.

(5) If the supplies are standard, except for preservation, packaging, and packing requirements, the clause prescribed in 16.203-4(a) shall be used rather than this clause.

(c) Adjustments based on actual cost of labor or material.

(1) The contracting officer shall, when contracting by negotiation, insert a clause that is substantially the same as the clause at 52.216-4, Economic Price Adjustment -Labor and Material, or an agency-prescribed clause as authorized in subparagraph (c)(2) of this section, in solicitations and contracts when all of the following conditions apply:

(i) A fixed-price contract is contemplated.

(ii) There is no major element of design engineering or development work involved.

(iii) One or more identifiable labor or material cost factors are subject to change.

(iv) The contracting officer has made the determination specified in 16.203-3.

(2) If all conditions in paragraph (c)(1) of this section apply and the contracting officer determines that the use of the clause at 52.216-4 is inappropriate, the contracting officer may use an agency-prescribed clause instead of the clause at 52.216-4.

(3) The contracting officer shall describe in detail in the contract Schedule-

(i) The types of labor and materials subject to adjustment under the clause;

(ii) The labor rates, including fringe benefits (if any) and unit prices of materials that may be increased or decreased; and

(iii) The quantities of the specified labor and materials allocable to each unit to be delivered under the contract.

(4) In negotiating adjustments under the clause, the contracting officer shall-

(i) Consider work in process and materials on hand at the time of changes in labor rates, including fringe benefits (if any) or material prices;

(ii) Not include in adjustments any indirect cost (except fringe benefits as defined in 31.205-6(m)) or profit; and

(iii) Consider only those fringe benefits specified in the contract Schedule.

(d) Adjustments based on cost indexes of labor or material. The contracting officer should consider using an economic price adjustment clause based on cost indexes of labor or material under the circumstances and subject to approval as described in paragraphs(d)(1) and (d)(2) of this section.

(1) A clause providing adjustment based on cost indexes of labor or materials may be appropriate when-

(i) The contract involves an extended period of performance with significant costs to be incurred beyond 1 year after performance begins;

(ii) The contract amount subject to adjustment is substantial; and

(iii) The economic variables for labor and materials are too unstable to permit a reasonable division of risk between the Government and the contractor, without this type of clause.

(2) Any clause using this method shall be prepared and approved under agency procedures. Because of the variations in circumstances and clause wording that may arise, no standard clause is prescribed.