

The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616 www.osceola.k12.fl.us

AUGUST 2, 2006 REQUEST FOR PROPOSAL RFP #SDOC 07-017 KB

Notice is hereby given that the Purchasing Department of The School District of Osceola County, Florida will receive Request for Proposals for **CUSTODIAL SERVICE AT OSCEOLA HIGH SCHOOL** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **11:00 AM on Wednesday, August 23, 2006**. All proposals will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Proposals shall be submitted in an envelope, clearly marked with the RFP name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the vendor list for this commodity. If you have any questions regarding this RFP, please fax or e-mail your questions to the Purchasing Department, Attention: Kathy Brown at (407) 870-4616 or brownk@osceola.k12.fl.us.

A Mandatory Walk-Thru is scheduled for Thursday, August 17, 2006 at 9:00 AM, beginning in the front office waiting area of Osceola High School, located at 420 S. Thacker Avenue, Kissimmee, FL 34741.

All services resulting from this Request For Proposal will be made with the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation, please include a stamped, self-addressed envelope.

Effective July 5, 1990, State Board of Education Rule 6(A)-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids. Please be advised that other agencies may make use of the bid at the same prices and conditions.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

DISCRIMINATION CLAUSE FOR CONTRACTUAL DOCUMENTS

In accordance with HB 2127, Section 6 (3)(a), all invitations to bid, as defined by 287.012(11)FS, requests for proposals, as defined by 287.012(15), and any written contract document of the State shall contain a statement informing entities of the discrimination provisions of paragraph (2)(a). This reference is cited below for your use in related contract documents.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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.

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INVITATION TO BID

RFP #SDOC 07-017 KB

PLEASE CHECK YOUR BID FOR COMPLETENESS AND ACCURACY. THIS BID WILL BE CONSIDERED A BINDING CONTRACT IF AWARDED TO YOUR COMPANY.

NAME OF RFP: CUSTODIAL SERVICE FOR OSCEOLA HIGH SCHOOL

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: (Area Code) _____ FAX: (Area Code) _____

SIGNATURE: _____ DATE: _____

TYPED SIGNATURE: _____ TITLE: _____

REQUIRED BID SUBMITTAL CHECKLIST:

Please be sure you have completed and enclosed this page along with the required documents checked below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete in the awarding process.

Drug Free Workplace Certification

Insurance Documentation as specified in Bid

List of Subcontractors

List of References

Additional Submittals specific to this bid may also be required. See Bid for details.

DUE TO THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU “DO NOT” SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.

**FC-220-120
(Rev. 6/99)**

DRUG FREE WORKPLACE
CERTIFICATION FORM
RFP #SDOC 07-017 KB

In accordance with Florida Statute 287.087, 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 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 employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

ne (pr237p)

Document1
8/2/2006 9:31:00 AM

The following 7 pages are special requirements, please be sure to read them very carefully and to follow all instructions

REQUEST FOR PROPOSAL

RFP #SDOC 07-017 KB

Custodial Service at Osceola High School

Date: August 2, 2006

Due Date: August 23, 2006 @ 11:00 AM

Vendor's Name

Mailing Address

City State Zip

Telephone Number

Facsimile Number

E-mail Address

Proposals shall be opened and publicly read aloud by the Purchasing Department of The School District of Osceola County, at **11:00 AM** on **August 23, 2006**, in the conference room at 817 Bill Beck Blvd, Building 2000, Kissimmee, FL 34744. Offers must be submitted using the 'forms' and format furnished herein by the District.

It is the intent and purpose of the District that the Request for Proposal promotes competition. It shall be the Contractors' responsibility to advise the Purchasing Department, at the address noted herein, if any language, specifications, or terms, etc., or any combination thereof, inadvertently restricts or limits the ability to fulfill the requirements stated in the Request to a Single Source. Such notification must be submitted in writing and must be received by the Purchasing Department no later than ten (10) working days prior to the proposal Due Date of **August 23, 2006**.

Submit Proposals to: THE SCHOOL DISTRICT OF OSCEOLA COUNTY
817 Bill Beck Blvd.
Purchasing Department
Building 2000
Kissimmee, FL 34744-4492

THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET
OF THE PROPOSAL RESPONSE SUBMITTED

**CUSTODIAL SERVICE AT
OSCEOLA HIGH SCHOOL**

RFP #SDOC 07-017 KB

A. PROPOSAL RESPONSE SUBMISSION REQUIREMENTS

1. GENERAL INFORMATION

To be considered, a Vendor shall submit information as required, outlining the services they propose.

All submissions shall become the property of the School District of Osceola County, Florida and will not be returned. The District reserves the right to reject any or all submissions and to waive informalities and irregularities in submissions received and to accept any submissions if deemed in the best interest of the School District. All costs associated with submission preparation will be borne by the submitting Vendor.

Proposal responses are due **August 23, 2006** at the address herein specified.

2. PROPOSED SCHEDULE

<u>ACTIVITY:</u>	<u>Date and Time (if applicable)</u>
Mandatory Walk-thru	August 17, 2006 @ 9:00 AM
Due Date of Proposals:	August 23, 2006 @ 11:00 AM
Oral Presentations:	August 31, 2006 @ 9:00 AM
Recommendation of Award to School Board:	September 19, 2006

3. PROPOSAL RESPONSE FORMAT AND PREPARATION INSTRUCTIONS

Due to the large scale and complexity of this project, it is essential that the District secure quality Vendors. The proposal responses shall contain information established that the submitting parties are Vendors with the financing and experience in this area to ensure successful project implementation.

**PLEASE REFER TO THE INSTRUCTIONS PROVIDED IN
THE FOLLOWING SECTIONS OF THIS DOCUMENT.**

B. PROPOSAL RESPONSE FORMAT

1. GENERAL INFORMATION

Responses must be submitted in the format outlined in this Section. The information and data submitted relative to the qualifications of the Contractor and the manner in which the Contractor plans to furnish the required services will be given primary consideration in the evaluation and the award of this agreement. Therefore, it is vital the contractor fully and accurately describes their qualifications. It is the responsibility of the Vendor to carefully examine this Request for Proposal and to completely familiarize themselves with all of the terms and conditions and specifications that are contained within this proposal in order to submit a proper Proposal Response. Ignorance on the part of the Contractor will in no way relieve them of any of the obligations and responsibilities, which are a part of this proposal.

Each response will be reviewed to determine if it is complete prior to actual evaluation. The School District staff reserves the right to eliminate from further consideration any response that is deemed to be substantially or materially unresponsive to the request for information contained in this section. The intent of the School District is that all responses follow the same format in order to evaluate each response fairly.

Vendors who wish to be qualified must submit one (1) original Proposal response and five (5) copies.

Proposals should be reasonably detailed and informative but neither lengthy nor elaborate. A standard 8 ½ x 11" format in a fastened duo-tang folder is requested. Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the respondent indicated clearly at the upper right corner of each page.

2. PROPOSAL RESPONSE FORMAT

All Proposal Responses must contain, at a minimum, the following information:

- a. Request for Proposal Form
The Request for Proposal and Invitation To Bid Forms, supplied in this proposal, must be completed and appear as the top two (2) sheets of the Proposal submitted.
- b. General Letter of Interest:
Include a letter stating the contractors' interest in working with the School District of Osceola County, Florida. This letter shall be on the Contractor's letterhead.
- c. Table of Contents
The Table of Contents shall properly indicate the section title and page numbers of the information included in the proposal response.
- d. Executive Summary
A brief abstract of no more than two (2) pages stating the contractor's understanding of the nature and scope of the service(s) to be provided for the District and the contractor's overall recommendation for the project.

C. ORGANIZATION PROFILE

1. Firm Name, Business Address, City, State, County, Zip Code.
2. Size of the organization.
3. Number of years in business, including years of operation under other firm name(s). Also, indicate the number of years in business: a). In the State of Florida and b). in providing services required by this Proposal Request.
4. Resumes of those individuals who will have a direct role in the performance and supervision of this agreement. Please indicate the specific qualifications of each individual and the role they will play for the duration of the contract.

5. Identify any subcontractors that will be used to execute this contract. A profile of general information, background information, and relevant experience shall be provided for each subcontractor.
6. Financial Capability & litigation History: Outline the resources the firm has at its disposal to successfully provide the service herein specified and include any litigation history for the past five (5) years. Identify all litigation to which your firm, a predecessor firm, or a related individual or entity has been a party, including arbitration and administrative proceedings, during the past five (5) years.
7. Describe the firm's experience with other Public School Boards in Florida and other governmental agencies in Florida with contracts similar to this proposal's requirements.
8. Describe how the services herein specified would be conducted to fulfill this contract.
9. References from other School Districts, governmental agencies, and other businesses.

D. STATEMENT OF WORK

The Vendor shall explain and provide sufficient information for each section outlined below as they understand it and detail the approach to be taken to furnish the services required by the entire Request for Proposal. The following information is required:

1. Vendor's knowledge of providing Custodial Service to businesses and school districts.
2. Description of Vendor's ability to provide services specified herein and any alternate or additional service that the Vendor could provide.
3. Vendor's Approach to the 'completion' of the requirements

E. OTHER BENEFITS

Describe any other benefits that the District could realize through this Contract.

F. DOCUMENTATION

All additional documentation required by the Request For Proposal, including but not limited to, the Request For Proposal in its entirety and addends, if applicable and other submittals as required herein. It is the vendor's responsibility to carefully review this entire Request to determine any and all documentation required. Failure to provide all required documentation may be cause to reject your Proposal Response.

G. PRICING

Contractor shall submit firm pricing for any and all positions proposed and any other pricing applicable for services required by this Request and other services proposed by the Contractor.

Pricing submitted in the Contractor's Proposal Response shall remain valid throughout the entire life of the contract unless otherwise noted. Each Contractor shall **submit the price sheet in a sealed, separate envelope** as part of the original Proposal Response. **Only one (1) Contractor's "ORIGINAL" Price Sheet is required, price sheets are NOT to be included in the five (5) copies.**

H. THE EVALUATION AND SELECTION PROCESS

1. INTENT

It is the INTENT of the School District of Osceola County to select a “Responsible contractor” to which this contract will be awarded.

2. DETERMINING RESPONSIBILITY

In determining responsibility, the following qualifications will be considered by the District:

- a. The Contractor’s ability, capacity and skill to perform or provide the service within the time specified.
- b. The reputation, judgment and experience of the Contractor.
- c. The quality of performance of previous contracts or services.
- d. Previous and existing compliance by the contractor with laws and ordinance relating to the contract or service
- e. Financial resources of the Contractor to perform the contract or provide the service.

3. RECEIPT OF PROPOSAL RESPONSES

Each Contractor’s response will be reviewed prior to the evaluation and selection process for completeness and adherence to the prescribed format. A response will be considered complete if all requested sections are included and in the proper order.

4. EVALUATION OF PROPOSAL RESPONSES

The information and data submitted relative to the qualifications of the contractor and the manner in which the Contractor plans to furnish the agreement. Therefore, it is vital the Contractor fully and accurately describe his qualifications. A Selection Committee comprised of District employees will be responsible for reviewing each proposal response and assigning a numerical rating to each according to the schedule below.

The Vendor that receives the highest ratings based on the accumulated Committee evaluations will be selected to continue in the evaluation process. The District committee reserves the right to select any number of contractors based solely on the merit of their responses. Contractor’s responses that are not selected will receive no further consideration.

5. PROPOSAL RESPONSE EVALUATION CRITERIA

<u>Proposal Response Format</u>	<u>Weighted Value</u>
a. Proposal Response: RFP Form, Invitation To Bid, Drug-Free Certification Form, Letter of Interest, Table of Contents, Executive Summary	5 points maximum
b. Organization Profile: Firm information, staff, resources, litigation’s, and facilities	15 points maximum

Proposal Response Format	Weighted Value
c. Organization Profile: Experience with similar contracts	10 points maximum
d. Organization Profile: References	10 points maximum
e. Statement Of Work: The firm's knowledge and understanding of the industry as herein specified and the applicable laws	15 points maximum
f. Statement Of Work: Ability to provide services herein specified	15 points maximum
g. Statement Of Work: Completion	15 points maximum
h. Proposal Responses: Formal bid pages, other benefits and any additional documentation	<u>15 points maximum</u>
<u>TOTAL NUMBER OF POINTS</u>	100 points maximum

6. PRICING OF SERVICES

Award may be made without further negotiation based upon competitive proposals; therefore, your best price should be submitted in response to the Request.

7. ORAL PRESENTATION

A selected group of Vendors may be required to make an oral presentation to the Selection Committee. Such a presentation will provide an opportunity for the vendors to clarify their understanding of the District's requirements and to ensure that the District understands their offer. The presentations will be evaluated based on the criteria listed below.

The presentations will be made at Osceola High School, located at 420 Thacker Avenue, Kissimmee, FL 34741. Selected Vendors will be invited to make a 15-minute presentation to be followed by a question and answer session no longer the 15-minutes in length.

Oral Presentation Evaluation Criteria	Weighted Value
a. Knowledge of this Industry	15 points maximum
b. How the firm selects their personnel	15 points maximum
c. Ability to provide services	20 points maximum
d. Other Benefits	15 points maximum
e. Oral Presentation	15 points maximum
f. Pricing	<u>20 points maximum</u>
<u>TOTAL NUMBER OF POINTS</u>	100 points maximum

8. SELECTION OF “QUALIFIED CONTRACTORS”

The District Selection Committee shall determine the final ranking of the Contractors and make a recommendation to the School Board to award this agreement.

9. NOTIFICATION OF AWARD

The School District of Osceola County will notify the selected Vendor, following Board approval, of the award of the contract.

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**REQUEST FOR PROPOSAL FOR
CUSTODIAL SERVICE AT OSCEOLA HIGH SCHOOL**

RFP #SDOC 07-017 KB

1. SCOPE

- 1.1 The purpose of the request for proposal is to establish the minimum requirements and firm pricing for Custodial Service At Osceola High School, located at 420 S. Thacker Avenue, Kissimmee, Florida 34741. This proposal is for budgetary purposes and will be awarded contingent upon available school funding.
- 1.2 The work includes furnishing all labor, supervision, transportation, tools, equipment, materials and supplies necessary for accomplishment of janitorial services in accordance with these specifications and subject to the terms of the contract. The services shall include all functions normally considered a part of workmanlike, satisfactory janitorial work.
- 1.3 Evaluation of the Price Sheet will mostly be based on the monthly cost. However, all other costs will also be taken into consideration during the evaluation.

2. BID RESPONSE INFORMATION

- 2.1 The enclosed constitutes the complete set of specification requirements and bid forms. The bid is to be filled in, signed, and the entire document returned to the Purchasing Department on or before the specified time and date. The proposal form as received, must be returned intact in a sealed envelope, plainly marked with the company name and address, proposal opening date and time and the title of the proposal.
- 2.2 The responsibility for getting the bid to the School District of Osceola County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the bidder. The School District of Osceola County will in no way be responsible for delays caused by any other occurrence. Offers by telephone or fax will not be accepted.
- 2.3 The only acceptable places for returning your bid is the Purchasing Department, located at 817 Bill Beck Blvd., Bldg. 2000, Kissimmee, FL 34744. Any other locations are not acceptable and may be cause for rejection of your bid.
- 2.4 The bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Late bids will either be returned to the vendor or held in the bid file unopened.
- 2.5 Bidders will not be allowed to withdraw or modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.
- 2.6 For information concerning this bid, please "fax" or "e-mail" all questions to Kathy Brown, Senior Buyer at 407-870-4616 or brownk@osceola.k12.fl.us. **All questions are to be received no later than 7 workdays before bid opening.** All interested bidders will receive answers to all questions that were sent in. **Please** be sure you read the bid over carefully to assure that the questions you are asking are not already answered in the bid requirements. This will save time for everybody. **Questions to other district personnel will not be considered valid.**

3. FEDERAL AND STATE TAX

- 3.1 The School District of Osceola County is exempt from Federal and State tax. A copy of the School Districts Tax Exempt Certificate is available upon request. Vendors or contractors doing business with the School District shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the School District, nor shall any Vendor/Contractor be authorized to use the School District's Tax Exemption Number in securing such materials.

4. ACCEPTANCE/REJECTION

4.1 The School District reserves the right to accept or to reject any or all bids and to make the award to that bidder, who in the opinion of the School District will be in the best interest of and/or most advantageous to the School District. The School District of Osceola County also reserves the right to reject the bid or any vendor who has previously failed in the proper performance of an award or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

5. CONTRACTUAL AGREEMENT

5.1 This request for proposal shall be included and incorporated in the final award. The order of contractual precedence will be the request for proposal document, response and the purchase order. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida.

6. LEGAL REQUIREMENTS

6.1 Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

6.2 Vendors doing business with the School District are prohibited from discriminating against any employee, applicant for employment or client because of race, creed, color, ancestry religion, national origin, sex or age with regard to, but not limited to the following: Employment practices, rates of pay or other compensation methods and training selection.

7. BIDDERS RESPONSIBILITY

7.1 Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.

8. EEO STATEMENT

8.1 Equal opportunity: The School District of Osceola County believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because or race, creed, color, sex, age or national origin.

9. NO BID

9.1 If no items are bid, the "NO BID" form should be returned. Failure to do so could be an indication that the bidder does not wish to be considered for future bids, and therefore will be deleted from the District's Vendor List.

10. BID FORMS

10.1 All bid proposals must be submitted on our standard Invitation to Bid Form. Bids proposals on vendor quotation forms shall not be accepted.

11. BID TABULATION

11.1 Bidders desiring a copy of the Award Recommendation may request same by enclosing a self-addressed stamped envelope with their bid or by going onto the District website at www.osceola.k12.fl.us to down load tab sheet.

12. BID AWARD

12.1 BID PRICES will be accepted and considered by the following method: An "ALL OR NONE" Bid based upon the evaluations of the Committee. The Board reserves the right to reject any or all bids or to accept any bid or part thereof, that in its judgment, will be for the best interest of the School Board. The Board also reserves the right to waive all informalities.

13. POSTING OF RFP TOTALS

13.1 RFP recommended award will be posted for review by interested parties, at 817 Bill Beck Blvd. Building 2000, Kissimmee, Florida on or about August 31, 2006, and will remain posted for a period of 72 hours. Any person who may be adversely affected by an intended decision with respect to the award of any bid may protest such a decision by following the bid protest procedure of the School District of Osceola County. Failure to follow the requirements of the bid protest procedures and section 120.57(3), Florida Statutes, shall constitute a waiver of all protest rights.

14. MISTAKES

14.1 In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of additional errors, the totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk.

15. AVAILABILITY OF FUNDS

15.1 The obligations of the School District under this award are subject to and contingent upon the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board.

16. PAYMENT

16.1 The cost for services shall be paid on a monthly basis. This outlined fee includes all labor, material and equipment necessary to provide the services listed in this bid. Payment must be requested by the submission of a properly executed invoice, with supporting documents, if required.

16.2 Payments shall be rendered only for services satisfactorily provided to those buildings that are operational. If unsuitable service has been brought to the attention of the Contractor and has not been rectified by the time monthly invoice is rendered, payment of the entire monthly invoice may be withheld until the condition is made satisfactory. Deductions for jobs that are not completed may be deducted from monthly payments. This RFP includes a list of the point values for deductions of jobs not completed as specified.

16.3 In the event this contract becomes effective or terminates during the course of a month, the amount to be paid the contractor for the part month shall be determined by prorating the amount specified in the contract for a full month on the basis of number of days in the month involved.

17. INVOICING

17.1 The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. Invoices are to be sent to Accounts Payable located at 817 Bill Beck Blvd., Kissimmee, FL 34744. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, no purchase order number etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the vendor to reconcile the purchase order and the vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The District will only pay the dollar amounts authorized on the purchase order.

18. BANKRUPTCY/INSOLVENCY

18.1 At the time of submittal of bid, vendor/firm shall not be in the process of, or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the School District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

19. CONTRACT PERIOD

19.1 This contract will be for three years and may be renewed for two (2) additional one (1) year periods, if mutually agreeable by both parties. The purchase of this service and listed options will be contingent upon available funding at the school level.

20. ESCALATION CLAUSE

20.1 Ninety (90) days prior to the end of the first contract year and each consecutive 12-month period thereafter, the contractor may request, in writing, an increase in the annual contract price. The increase may not at any time exceed 5% of the current prices paid at the time of the increase approval. The proposed increase is subject to approval by the School Board.

21. STARTING DATE OF CONTRACT

21.1 The starting date for this contract will be October 17, 2006. It will be the responsibility of the contractor to have crews hired and ready to start at that time.

22. EVALUATION TIME

22.1 The proposal as submitted by the vendor shall remain in effect for a period of sixty (60) days from the proposal opening and may not be withdrawn during this period to provide ample time for evaluation and acceptance by the School District.

23. TERMINATION OF CONTRACT FOR CAUSE

23.1 The District shall have the right at any time to terminate this contract for cause. It is agreed that violation by the vendor of any provision contained in the contract, the failure or refusal of the vendor to abide by or carry out any provisions of this contract, shall constitute sufficient cause for which the District may terminate this contract. In the event the District shall elect to terminate this contract for cause, the district shall notify the vendor in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Upon notice the vendor agrees to (2) vacate the facility on or before said date and (2) remove vendors employees and property from the facility on or before said date. The vendor shall have no further rights, and the District shall have no further obligation to the vendor. Immediate dismissals may be executed if deemed necessary by the District.

24. TERMINATION OF CONTRACT WITHOUT CAUSE

24.1 The District and/or vendor shall have the right at any time to terminate this contract without cause, upon written notice of such termination. In the event the District elects to terminate this contract without cause, the District shall notify the vendor in writing and will specify the date giving at least fifteen (15) days notice. Upon receipt of such written notice the vendor agrees to (1) vacate the facility on the contract termination date specified in said written notice and (2) to remove vendors employees and property from the facility on the contract termination date specified in the written notice. The vendor agrees to abide by and carry out all provisions of the contract until the date of termination. Upon termination the vendor shall have no further rights and the District shall have no further obligation to the vendor. If the vendor is termination the contract, they must give at least a sixty (60) days written notice to the District.

25. MANDATORY WALK-THRU

25.1 A mandatory walk-thru is scheduled for Thursday, August 17, 2006 @ 9:00 AM, at Osceola High School, located a 420 S. Thacker Avenue, Kissimmee, FL 34741. It is the bidder'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 from academics or other school activities. **Attendance at the walk-thru is part of the requirement of this solicitation.** All prospective bidders are to meet at the school site in the front office. Attendees and School District personnel will thoroughly inspect the site and further explain the service requirements and answer any questions addressed at that time. Proposals will be accepted only from those vendors that are present at the walk-thru. Failure to attend will be cause for disqualification.

26. ADDENDAS AFTER WALK-THRU

26.1 It shall be the responsibility of the bidder, after the walk-through, to contact the Purchasing Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the bid.

27. PERSONNEL

27.1 All personnel employed by the awarded contractor will be easily identified by either a company name badge or company T-shirt/uniform in order to maintain the highest professional appearance. Additionally, each vendor must certify that their company and its employees are drug-free. Any additional cost incurred resulting from these requirements will be the responsibility of the contractor.

28. WORKMEN AND EQUIPMENT

28.1 All equipment and workmen provided by the contractor for work hereunder shall be the best available for the kind of work being performed. Any person employed by the contractor whom the Purchasing Agent or his designee may deem temporarily or permanently incompetent or unfit to perform the work shall, under written instruction of the Purchasing Agent, be removed from the job and such person shall not again be employed on the project. Failure by the contractor to provide adequate equipment may result in annulment of this contract as herein provided.

29. REPRESENTATIVE

29.1 In the space provided on the price sheet, vendors must list the name, address, phone number and cellular/beeper number of the area representative that will be assigned to the District. This representative must be authorized to act for the contractor in every detail. They must also be available to meet with the District Representative during normal work hours, if necessary.

30. SAFETY

30.1 The Contractor shall be responsible for instructing employees in safety measures considered appropriate. In addition, the Contractor shall not permit placing or use of mops, brooms or equipment in traffic lanes or other locations in such manner as to create safety hazards and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. Contractor's employees shall be required to interrupt their work at any time to allow passage or personnel.

30.2 The contractor shall ensure that all employees have been trained and have access to Occupational Safety and Health Administration (OSHA) Exposure to Bloodborne Pathogens Rule 29 CFR1910.1030. The Contractor shall ensure that personal protection equipment is provided and decontamination/disposal guidelines are in compliance.

31. HOLD HARMLESS AND INDEMNIFICATION

31.1 The contractor agrees, insofar as it legally may, to indemnify and hold harmless the School District of Osceola County, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operation performed by Contractor, its officers, employees, and agents under any of the terms of this contract.

32. MINIMUM INSURANCE COVERAGES AND REQUIREMENTS

32.1 The awarded vendor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, the Board shall not be deemed or construed to have assessed the risk that may be applicable to the vendor. The vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The vendor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

32.2 Coverages

1. **Commercial General Liability** – Coverage to include:

- Premises and Operations
- Personal/Advertising Injury
- Products/Completed Operations
- Liability assumed and an Insured Contract (including defense costs assumed and under contract)

2. **Automobile Liability** including all

- Owned Vehicles
- Non-owned Vehicles
- Hired Vehicles

3. **Workers' Compensation**

- Statutory Benefits
- Employer's Liability

32.3 Limits Required

Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

Automobile Liability

Combined Single Limit (Each Accident)	\$1,000,000
Bodily Injury (Per Person)	\$1,000,000
Bodily Injury (Per Accident)	\$1,000,000
Property Damage	\$1,000,000

Excess Liability

Each Occurrence	\$1,000,000
General Aggregate Limit	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

Workers' Compensation and Employers' Liability

Workers' Compensation	\$ Statutory
EL Each Accident	\$1,000,000
EL Disease – Policy Limit	\$1,000,000
EL Disease – Each Employee	\$1,000,000

32.4 Additional Requirements

The vendor shall name The School Board of Osceola County, its members, officers, employees, agents and volunteers as Additional Insureds on all insurance policies obtained by the vendor as the result of being awarded a contract.

Further, all policies shall:

1. Be on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the Board.
2. Include a Waiver of Subrogation Clause.
3. Not be non-renewed, cancelled or materially changed or altered unless thirty (3) days advance written notice via certified mail is provided to the Board, Attention: Risk & Benefits Management.

33. INSURANCE CANCELLATION

33.1 Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide 30 days written notice to the certificate holder the School District of Osceola County.

33.2 All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or surety company having its place of business in the State of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.

34. PERMITS AND LICENSES

34.1 The vendor is required to have the necessary permits and licenses required by law to conduct business as a professional Janitorial Contractor in Osceola County and must have been in business as a professional under the same business name for a minimum of 3 years.

35. SUBCONTRACTING

35.1 If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School District of Osceola County also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time, or who is not in a position to perform properly. The School District of Osceola County reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

36. NO ASSIGNMENT

36.1 Vendor agrees that they will not assign or transfer any rights under this contract or any interest of of this contract without the prior written consent from the District.

37. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT
37.1 Bidder certifies that all material, equipment, etc. contained in his bid meets all O.S.H.A. requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., is subsequently found to be deficient in any O.S.H.A. requirement in effect, all cost necessary to bring the material, equipment, etc., in compliance with the aforementioned requirements shall be borne by the bidder.
38. MSDS SHEETS
38.1 The contractor is to supply, to the Purchasing Department, all MSDS sheets on any chemicals used and/or stored at the facility before starting job.
39. ON SITE INSPECTION
39.1 An inspector may be designated by the School District through the Purchasing Agent. During the course of the contract, the inspector will be responsible for assuring the proper execution of this bid by the successful contractor.
40. PROTECTION OF PROPERTY
40.1 The successful bidder shall at all times guard against damage or loss to the property of the School District or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The School District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents.
41. PURCHASING AGENT AS REFEREE
41.1 The Purchasing Agent is hereby designated as the direct representative of the School District and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the contract, and his/her decision shall be final and conclusive.
42. LAWS TO BE OBSERVED
42.1 In the execution of this contract, the contractor shall exercise care to see that all Federal, State, County and Municipal laws, ordinances or regulations are observed, both by himself and his direct or indirect employees. He/she shall take reasonable care at all times to insure that proper protection of personnel involved is provided.
43. LEVEL 2 BACKGROUND SCREENING
43.1 In pursuant to Florida Statute 1012.465, the school district will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded vendor the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded vendor working on School Board premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.
43.2 The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprints.
43.3 Currently, the Florida Department of Law Enforcement (FDLE) has implemented the Florida Shared School Results (FSSR) service for the school districts. This FSSR service will make it possible for the school districts to share the required level 2 data with each other. If a vendor would like for us to rely on the fingerprint report in another District, he or she must provide the number of the District, the date of the report and the Transaction Control number.

44. FAMILIARITY WITH LAWS

44.1 The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of the vendor will in no way relieve him from any responsibility or liability arising from the award. The awarded vendor assures and certifies that they will comply with these laws, Acts, and other legal requirements.

45. SCHOOL SECURITY

45.1 Bidder acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and other wise comply with applicable law, the bidder (awarded vendor) agrees to the following provisions and agrees that the failure of the bidder to comply with any of these provisions may result in the termination of this contract by the School Board:

46. UNAUTHORIZED ALIENS

46.1 School Board considers the employment of unauthorized aliens by the awarded vendor, or any of awarded vendor's subcontractors, a violation of the Immigration and Naturalization Act. The awarded vendor shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded vendor shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

47. POSSESSION OF FIREARMS

47.1 Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent contractor of the awarded vendor, or any of its sub-contractors, is found to have brought a firearm(s) on to the District's property, said employee/independent contractor shall be immediately removed and terminated from the project by the awarded vendor. If sub-contractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the sub-contractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluder from this definition.

48. CRIMINAL ACTS

48.1 Employment on the project by the awarded vendor, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The Board shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.

49. POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALERTING SUBSTANCES
49.1 Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent contractor or its sub-contractors' employees/independent contractors, will not be tolerated on the District's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent contractor shall be removed and terminated from the project by the awarded vendor. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the Board may terminate this Agreement.
50. DAMAGE TO PERSONS OR PROPERTY
50.1 The responsibility for all damage to person or property arising out of or on account of work done under this contract shall rest upon the contractor, and he/she shall save the District and political unit thereof harmless from all claims made on account of such damages.
51. DEBRIS
51.1 Contractor shall be responsible for the prompt removal of all debris, which is a result of the contractual service.
52. CLEANUP
52.1 All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops or brushes containing a residue of wax or combustible material subject to spontaneous ignition shall be removed from the building and disposed of. Cleaning solutions will be disposed of in accordance with legal requirements.
53. LOST, FOUND OR MISSING ARTICLES
53.1 The Contractor shall be responsible in the event of theft or damage of School Board property or personal property of employees. All unclaimed articles found in or about the work areas by the contractor shall be turned in to the designated office.
54. WORK TO BE ACCOMPLISHED
54.1 All cleaning shall be accomplished in such a way as to prevent discoloration, damage or disfigurement of the surface being cleaned and surrounding areas.
55. OTHER CONTRACTS
55.1 The District may undertake or award other contracts for work not being performed acceptably by the contractor and/or work not being accomplished on time by the awarded contractor. Cost incurred hereby will be deducted from the contractor's monthly bill.
56. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS
56.1 To ensure fair consideration for all bidders, the School District prohibits communication to or with any department, bureau or employee during the submission process, except as provided in the following paragraph. Such communication initiated by the bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or future bids.

- 56.2 No interpretation of the meaning of the Bid Document, any correction of any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Every request for such interpretation or correction should be in writing, seven (7) days prior to bid date and addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of a written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.
- 56.3 All questions are to faxed or e-mailed to Kathy Brown at 407-870-4616 or brownk@osceola.k12.fl.us.
- 56.4 It shall be the responsibility of the bidder to contact the Purchasing Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the bid.

57. BID PROTEST

- 57.1 BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative rules of the Florida department of Education, and Chapter 12, Florida Statutes.
- 57.2 ALL BIDDERS acknowledge that the significant damages and losses will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to one-percent (1%) of the total estimated contract value, but not less than \$500 or more than \$5,000.
- 57.3 THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida". Or the security may be in the form of a Bond naming as Oblige therein "The School District of Osceola County, Florida". The BIDDER, as the PRINCIPAL shall execute each such Bond therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond
- 57.4 Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full
- 57.5 Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all Monies represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same. The parties agree that this amount is not a penalty against the BIDDER.
- 57.6 If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said protest Bond shall forthwith pay over to the OWNER the full monetary amount of said Protest Bond, and such amount and sum shall be retained by OWNER.
- 57.7 To qualify as a successful Bid Protest: In the case of the protest of another bidder's bid, the bid being protested by the protesting bidder must be rejected by the District for the reasons stated in the protesting bidder's protest. In the case of the bidder protesting the rejection of its own bid, for the protest to be successful, the District must award the contract to the protesting bidder.

58. ATTACHEMENTS TO BID FORM

- 58.1 Each bidder shall attach to his bid Form in typed or printed form the following information (such attachments are to be labeled as "Attachment A" through "Attachment C" respectively):

- A. "Attachment A" – Copies of any literature, brochures, or other materials, describing bidder's business and operations, which bidder believes may be useful to the District in determining the experience and reputation of bidder in the custodial service field.
- B. "Attachment B" – A complete list of chemicals and cleaning products which bidder proposes to use during this contract. This list shall include manufacturer, product number and description. All materials safety data sheets (MSDS) for each applicable product are to be provided by the awarded vendor to the Purchasing Department before start date. (USE PROVIDED FORM)
- C. "Attachment C" – A list of equipment which bidder will use to perform the required custodial services. This list shall include description of equipment, intended use of equipment, manufacturer, model number and age. (USE PROVIDED FORM)

59. CAMPUS DOORS AND LIGHTS

- 59.1 Doors should only be unlocked when cleaning is being accomplished. Areas opened must not be left unattended. Doors and windows shall be locked after cleaning.
- 59.2 Ensuring that only lights and electrical service needed to perform Contractor duties are utilized, turn off lights in all areas where work is not being performed.
- 59.3 **If any doors are left open and/or unlocked which results in the setting off of the alarm system, the vendor will be responsible for any charges the District incurs from either the Sheriff and/or Kissimmee Police Departments, for responding to a false alarm.**

60. DRAWINGS

- 60.1 A drawing of Osceola High School is attached.

61. MEASUREMENTS

- 61.1 Osceola High School is approximately 250,836 sq. ft. plus 5 new portables.
- 61.2 The square footage noted is only estimates. Bidders will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease of footage required for the job; therefore, the total offer must be based on the accurate measurements by bidders during the inspection. Failure to do so will be at the bidder's risk.

62. GENERAL CONDITIONS

- 62.1 **Anyone not employed by the cleaning service will not be permitted on the school property during working hours. Unauthorized personnel, such as friends, visitors, children or any other family members that are on campus may be cause for cancellation of the contract.**
- 62.2 Contractor will show proof that all employees are bonded against theft. The contracted company is responsible for submitting a list of personnel on-site each month to the Principal or Assistant Principal at Osceola High School, along with employee current address and social security number.
- 62.3 Contracted employees must be drug tested, uniformed and/or have a photo-identification badge stating contracting company and employee name. Any additional cost incurred resulting from these requirements will be the responsibility of the awarded contractor.
- 62.3 Contractor will conduct inspections with a representative of the School District for checking quality of work and execution of specifications.

- 62.4 The contractor's personnel shall be employed on the job in a sufficient number of hours to accomplish all daily tasks in accordance with the contractor's provided schedule to the quality standards set forth in the technical standard portion of this contract. Where work is not performed the deduction criteria will be used by the District in determining deductions for non-performance of work or for work below quality standards. The contractor has the prerogative to either increase the number of employees on the job, or extended the work hours of the shift, with prior approval, to ensure compliance with the contract specifications, neither of which shall alter the contract cost.
- 62.5 When requested, the contractor shall cooperate with any ongoing investigation involving economic loss or damage to the buildings or personal property.
- 62.6 Alcohol, drugs or any illegal substances are strictly prohibited on school property. The contractor's employees shall not possess or be under the influence while on School Board property.
- 62.7 The contracted company is responsible for submitting a list of employees to the Principal and/or Custodial Manager at Osceola High School. The list is to be provided within the (20) working days of the start of the contract. The employee list shall include complete name, Social Security number, date of birth, home address and telephone number for each. Information may be used for background investigation. Similar data shall be submitted for all new hires. The contractor shall be held responsible for the accuracy of the data provided and shall ensure updated changes immediately.
- 62.8 The contractor shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available. Break areas are restricted to designated space within the building, on chairs in the main hallways, or on outside benches. Designated areas for lunch breaks can be used by contractor personnel. Office areas in all buildings are off-limits for designated break periods. The Principal or Custodial Manager will identify the exact locations in each building where breaks can be taken.
- 62.9 The contractor shall prohibit his employees from opening desk drawers or cabinets, or using telephones or office equipment.
- 62.10 The contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials.
- 62.11 Before starting the contract, the awarded vendor must meet with the Principal or Custodial Manager to review and approve the total workload, scheduling (daily, weekly, project cleaning) and the cleaning methods proposed by the contractor.
63. SUPERVISION
- 63.1 The contractor shall employ, at all times, the quality of supervision necessary for the effective and efficient management of cleaning operations. However, supervisor qualifications shall not be less than called for in the specifications. All supervisors shall have an intimate knowledge of this contract and its various cleaning tasks, equipment and materials so to be able to both properly train and direct the cleaners in their individual tasks and to maintain and control and effective inspection and follow-up program.
64. ADDITION/DELETION OF TASKS
- 64.1 The District shall have the right to delete or add tasks performed and amend the frequency performed under the contract from the list of itemized tasks provided by the bidder. All deletions or additions shall be specified in writing to the vendor.

65. ADDITIONAL/REDUCTION IN SQUARE FOOTAGE MAINTAINED
65.1 The District shall have the right to add or reduce square footage to be serviced under this contract. The dollar amount per square foot shall be prorated from the total cost per year bid, divided by the occupied square footage per facility.
66. QUALIFICATION OF EMPLOYEES
66.1 Employees shall be required to dress neatly; pant and/or shirts with holes and/or inappropriate language or pictures are not acceptable.
66.2 **The contractor shall strictly prohibit interactions between their employees and the student population.**
66.3 Contractor's employees may not solicit, distribute or sell products while on school property.
66.4 **All our schools are smoke free. Smoking on school grounds is prohibited.**
66.5 Possession of weapons, firearms, explosives, knives (other than those used in the work specified), destructive devices, or any instrument, object or device as a weapon or use of such a device in a manner which threatens or causes bodily harm is strictly prohibited.
66.6 Proper behavior and language by all employees of the vendor and sub-contractors on our school property is strictly required. The school board will not tolerate behavior not conducive to an educational facility.
66.7 Contractors employees must be physically able to do their assigned work. It is the contractor's responsibilities to ensure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of the employees.
66.8 The contractor's employees are to be capable employees, age 18 years or above and qualified in this type of work. The contractor shall staff the buildings with trustworthy, trained and experienced cleaning personnel who will exhibit the capability to operate with a minimum of supervision. Should the District give notice, of the work that any employee, in the Districts opinion, is dishonest, incompetent, unfaithful, disorderly, careless, unobservant of instruction or in any way a detriment to the satisfactory progress of the work, the employee shall be immediately removed from the contract.
66.9 It is the contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
66.10 All of the contractor's employees shall receive close and continuing supervision. The supervisor should have a minimum of 3 years supervisory experience in the instructional/commercial janitorial field.
67. DEDUCTIONS
67.1 If work is not completed as specified, deductions will be made from your invoice. Deductions will be rated by points for each job required and totaled at the end of the month. A deduction chart is included in this bid .
68. CONTRACT DEDUCTIONS
68.1 It is the objective of the District to obtain full cleaning performance in accordance with the terms of the specifications, and at the quality standards of work set forth in this contract. To this end, the District is contracting for the complete performance of each cleaning job as identified in the specifications, and deductions will, therefore, be made in accordance with the following stipulations.

A. Toilet, Clinic, Shower and Locker room Cleaning

In instances where restrooms are not satisfactorily sanitized, cleaned or policed and serviced, as determined by the District, or if District personnel are utilized to accomplish a job that is covered by this contract an automatic deduction will be made. Notice will be given to the contractor. If the deficiency is repetitive deductions will be made at the rate indicated.

B. Room Cleaning

In instances where room cleaning has not been satisfactorily performed, or any portion of work has been omitted or improperly performed, an automatic deduction will be made. Notice will be given to the contractor. If the deficiency is repetitive deductions will be made at the rate indicated.

C. Work Scheduled

If any work, which is scheduled for performance is omitted or unsatisfactorily performed, an automatic deduction will be made from any monies due or to become due the contractor. Notice will be given to the contractor. If the deficiency is repetitive deductions will be made.

D. Supervisor Not Provided and Lack of Equipment/Supplies

Instances where the contractor does not provide a supervisor on duty during work hours, or does not have equipment or supplies needed to accomplish specified tasks, then deductions will be made from any monies due or to become due the contractor at the rate of \$20.00 per shift where no supervisor is on the premises during the shift, \$20.00 per day for insufficient labor hours and \$20.00 per incident where a task could not be completed due to lack of equipment and/or supplies. Notice will be give to the contractor. If the deficiency is repetitive deductions will continue to be made at the rate indicated.

E. All Other Work

Other omitted or unsatisfactory work not specifically listed above, or which does not clearly fall into one of the above categories will be deducted at the rate indicated. Notice will be given to the contractor. If the deficiency is repetitive deductions will be made at the rate indicated.

68.2 Automatic deductions will be made for work standard deficiencies based upon a cumulative point rating system as stated on the **CONTRACT SERVICE DEDUCTION CHART** attached. A District representative will inspect on a random basis to evaluate specific contract standard requirements. This deduction shall control, in all cases, the monetary level that the District may use to recoup from the contractor for failure to perform or poor quality of performance. This deduction will be considered as liquidated damages and the contractor specifically agrees with this amount a liquidated damages an that such sum is not a penalty.

68.3 In the event of five (5) concurrent deductions for the same room or task, the sixth through the tenth concurrent deduction the points shall be doubled, the eleventh through the fifteenth concurrent deduction the points will triple.

68.4 In the event the contractor, for any reason whatsoever, consistently fails to perform work to the quality required in the technical specifications of this contract the District reserves the right (in addition to other specified penalties) to:

1. Make deductions in accordance with the rating points as outlined above.
2. At the discretion of the District representative, cancel the contract on as short a notice in writing as may be consistent with securing a replacement contractor to take over the work specified in the cancelled contract.

3. If the successful bidder fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, he shall compensate the District for any damages caused by his failure to perform as stated.

68.5 In the case of contract default or failure to perform, the District may procure the services from other sources and hold the bidder responsible for any excess costs occurred thereby and may immediately proceed to cancel the contract. Furthermore, the District may suspend the vendor from future bids or business with the School District for a specified period of time.

69. **CUSTODIAL TECHNICAL SPECIFICATIONS**

- 69.1 Contractor will supply all cleaning materials, equipment and personnel to complete all required work. Osceola High School will supply all paper products, hand soaps and trashcan liners.
- 69.2 Contractor will employ a **minimum** of six (6) employees to work at the school facility under the supervision of at least **one supervisor** at all times. Work is to be accomplished outside normal school hours between the hours of 5:00 p.m. and 10:00 p.m., Monday through Friday.
- 69.3 A total of seven (7) master keys will be given to the awarded contractor, for which he must sign for. It is the contractors responsibility to see that these keys are not duplicated and are returned at the end of the contract period. If any keys are lost and additional keys are needed, the contractor will have to sign for the additional keys. The awarded contractor will be responsible for any thefts due to break in by any of their employees, past or present.
- 69.4 **Contractor will be responsible for re-moving and putting back any furniture in the rooms, especially in the classrooms, in order to complete the job requirements.**
- 69.5 There may be extra-curricular activities that occur yearly. On those nights, it will be the responsibility of the contractor to work with the school on any cleaning changes that need to be done both before and after the activity.
- 69.6 Supervisor will be responsible for locking all doors and windows throughout the facility and activating alarms.

CLEANING REQUIREMENTS FOR OSCEOLA HIGH SCHOOL

A. DAILY CLEANING REQUIREMENTS

- A1. Empty all trash cans throughout facility, replacing liners and cleaning cans when necessary (i.e. ripped, torn, wetness etc.) and deposit in dumpsites.
- A2. All floors dust mopped using a chemically treated dust mop, or vacuumed, with spillage, traffic patterns and gum(residue) removed.
- A3. All hallway mats cleaned and replaced.
- A4. All main hallways, administration and guidance traffic areas mopped and burnished every Friday.
- A5. All restroom and showers detailed: cleaned, fixtures, mirrors, showers, dressing areas and floors sanitized. Replenish dispensers, clean sinks and toilets (interior and exterior). All restroom paper supplied by Osceola High School.

- A6. All bottom half of hallway and corridor walls cleaned daily.
- A7. All cafeteria, locker rooms, restroom, ESE and varsity room floors thoroughly damp mopped with all-purpose disinfectant.
- A8. All office and classroom area carpets thoroughly vacuumed on Wednesdays and Fridays and spot cleaned as needed. Furniture moved and replaced to make sure all areas are reached.
- A9. All graffiti removed.
- A10. Trash picked-up around perimeter area of all buildings and deposited in dumpsites.
- A11. Secure corridor doors while working in wings. Lock all gates on completion of shift and set alarms.
- A12. Clean water fountains daily.
- A13. Contractor shall write schedules and instruct its employees to be flexible in meeting the needs of the school and administrative personnel.
- A14. Pick-up outside grounds and perform minor grounds upkeep. Pick up around all entrances, as needed.
- A15. Spot clean doors and electric switch plates.
- A16. Adjust shades or blinds to a uniform height throughout the building.
- A17. Empty pencil sharpeners.
- A18. Clean Home Ec. Room kitchen area counter tops, tables and floors. Equipment, dishes, silverware and pots will be cleaned by the teacher.
- A19. Thoroughly wet clean floor in cafeteria daily. Custodians are responsible for setting up and taking down tables and chairs daily at lunch time. Cleaning of tables and chairs shall be accomplished daily by custodians. Meal debris from cafeteria shall be removed during lunch periods by custodians.
- A20. Report any repair needs (mechanical, electrical, plumbing, etc.) to the Principal or his representative.
- A21. Blow off sidewalks.
- A22. Pick up trash in parking lots.

B. WEEKLY CLEANING REQUIREMENTS

- B1. All door glass and main entrance glass washed clean.
- B2. All floors thoroughly damp mopped, using an appropriate floor chemical designed to extend the life of the floor finish, following the cleaning schedule. All wall baseboards and door kick plates cleaned thoroughly.
- B3. Wash clean all telephone receivers using an all-purpose disinfectant.
- B4. Clean and burnish building floors. (Furniture moved and replaced by vendor.)
- B5. Washing and cleaning all chalkboards and/or marker boards and trays, throughout facility or as teacher directs.

- B6. Dust desks, file cabinets, windowsills, book shelves TV's, blinds etc.
- B7. All restroom floors machine scrubbed using an all-purpose cleaner and disinfectant.
- B8. Prep for extra activities, gym, boys and girls shower house (disinfect showers, sinks, toilets and mop), football field restrooms (disinfect toilets, skinks and mop), baseball field restrooms (disinfect toilets, sinks and mop) or open house, etc.
- B9. Custodial closets are to be kept clean and maintained.
- B10. Clean, polish and maintain all bright metal work.

C. MONTHLY CLEANING REQUIREMENTS

- C1. All walls around light switches, door faces, restroom walls and stalls washed clean.
- C2. Check for cobwebs in corners and ceiling edges and remove on inside and outside of buildings.
- C3. Dust or vacuum all air-conditioning returns and vents.
- C4. Dust clean all blinds.
- C5. Dust clean all window sills
- C6. Dust or vacuum all ceiling fans.
- C7. Clean all door mats in front of buildings (spray wash).
- C8. Chemically clean gym floor and gum removal.

D. BI-MONTHLY CLEANING

(Sept. 15-Oct. 15) (Dec. 15-Jan 4) (Mar. 15-Apr. .15) (June 15-July 15)

- D1. Carpets hot-water extracted and deodorized, teacher lounge cafeteria, 1100 teacher lounge, 110, P.A.C., Library.
- D2. Strip clean all vinyl floors throughout, seal, wax and high speed polish. Using no less than 3 coats of finish.
- D3. All restroom floors machine scrubbed using an all-purpose cleaner and disinfectant.

E. SEMI-ANNUAL CLEANING REQUIREMENTS: DECEMBER(Winter Break) JUNE/JULY (Summer Break)

- E1. Strip clean all vinyl floors throughout, seal, wax and high speed polish. Using no less than 3 coats of finish.
- E2. Hot water extract all carpets throughout entire facility.
- E3. Wash all windows inside and out completely.
- E4. Pressure clean all sidewalks, curbs and entrance areas.
- E5. Clean all desk and chairs (student, teacher etc.).
- E6. Cafeteria walls and vents shall be thoroughly cleaned Semi-Annual, but may be cleaned upon request by the Principal or his representative if needed during the school year.

F. ANNUAL CLEANING REQUIREMENTS: JUNE/JULY (Summer Break)

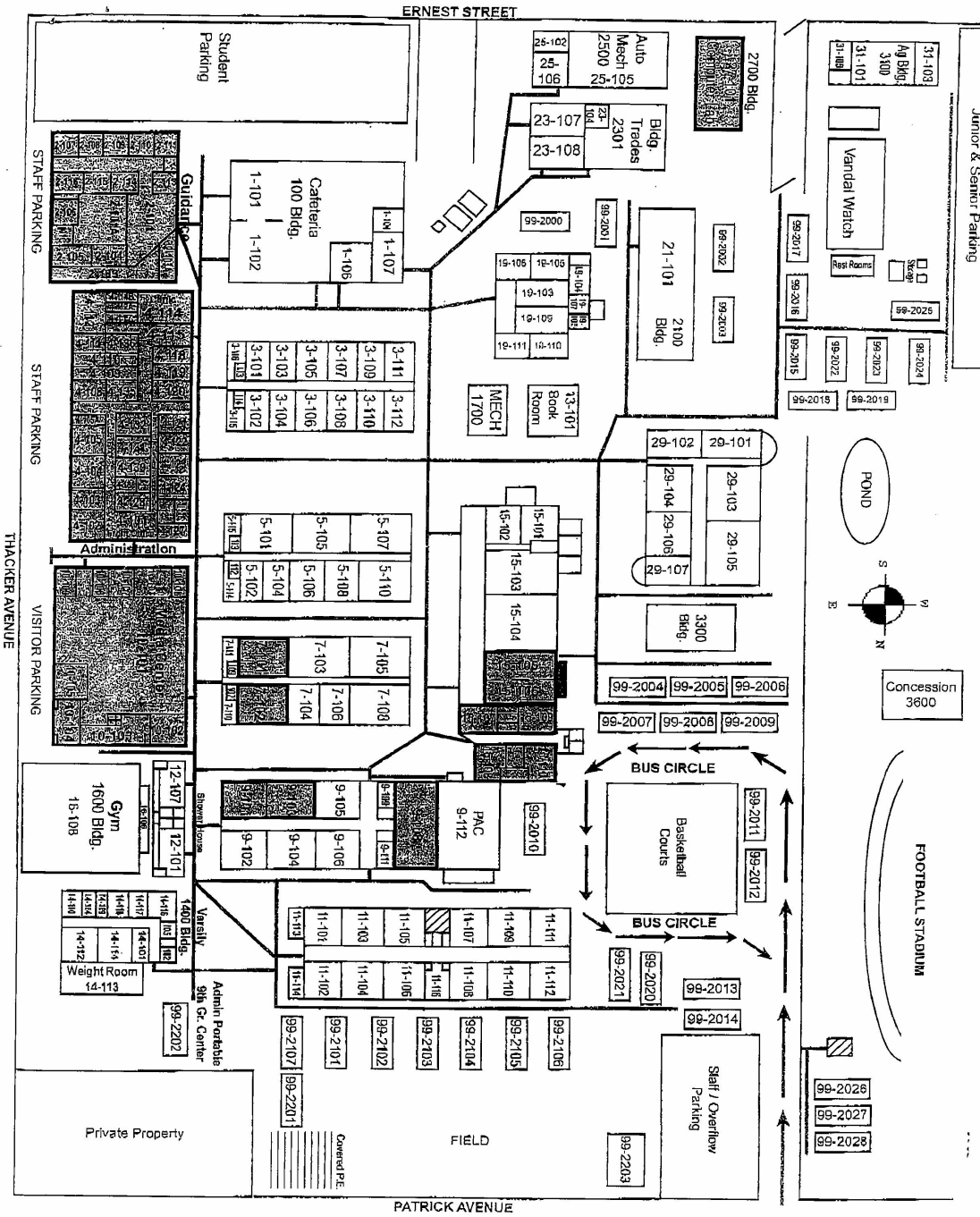
F1. Remove and clean venetian and mini blinds.

F2. Light fixtures shall be cleaned once a year. Replacement of bulbs shall be provided as needed.

G. ADDITIONAL REQUIREMENTS

G1. It will be the schools responsibility to identify, handle and dispose of Hazardous waste.

G2. Any minor requirements not listed in this bid will still be covered by verbal instructions of the Principal or his representative..



5 portables have been added to the site that are now shown on this map.

QUESTIONNAIRE
RFP #SDOC 07-017 KB

Please complete the following questionnaire:

1. Do you have a training program for:
 - a. New employees Yes _____ No _____
If yes, how many hours of training _____ hours
 - b. Existing employees Yes _____ No _____
 - c. On-going for new techniques Yes _____ No _____

2. Describe the average length of employment at your company for a janitorial employee:
Number of months (average) _____
How many total janitorial employees do you presently have on your payroll? _____
Out of the above total, how many have been employed by your company for the following:
 1. More than 6 months, but less than 1 year _____
 2. More than 2 years _____

3. Does your company provide coverage for absent employees: Yes _____ No _____
If yes, explain how _____

4. **EXPERIENCE:**
Years in business under present name: _____
Years performing work specialty: _____
Percentage (%) of work performed by own forces: _____
Trades usually self-performed: _____
Licenses currently valid in force: _____

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5. Total number of permanent staff employed includes the following:

- 1. Management _____
- 2. Supervisors _____
- 3. Custodians _____
- 4. Hard floor/carpet care technicians _____
- 5. Other _____

6. List five (5) most significant commercial projects completed in the last five (5) years:

Project Name: _____
General Description of Serviced Provided: _____
Address: _____
Contracting Agency: _____
Contact Person: _____
Square Footage Cleaned: _____ Number of Labor Hours Provided Per Week: _____
Contract Period: Start Date _____ Completion Date _____

Project Name: _____
General Description of Serviced Provided: _____
Address: _____
Contracting Agency: _____
Contact Person: _____
Square Footage Cleaned: _____ Number of Labor Hours Provided Per Week: _____
Contract Period: Start Date _____ Completion Date _____

Project Name: _____
General Description of Serviced Provided: _____
Address: _____
Contracting Agency: _____
Contact Person: _____
Square Footage Cleaned: _____ Number of Labor Hours Provided Per Week: _____
Contract Period: Start Date _____ Completion Date _____

Project Name: _____
General Description of Serviced Provided: _____
Address: _____
Contracting Agency: _____
Contact Person: _____
Square Footage Cleaned: _____ Number of Labor Hours Provided Per Week: _____
Contract Period: Start Date _____ Completion Date _____

Project Name: _____
General Description of Serviced Provided: _____
Address: _____
Contracting Agency: _____
Contact Person: _____
Square Footage Cleaned: _____ Number of Labor Hours Provided Per Week: _____
Contract Period: Start Date _____ Completion Date _____

RFP #SDOC 07-017 KB

7. Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had a judgement withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a non-criminal traffic violation? Yes _____ No _____

If yes, provide complete details on a separate sheet.

8. Who will be your assigned Project Manager? Describe the qualifications and relevant experience of this person.

Name: _____ Position: _____

Number of years worked for your company: _____ Total years in this position: _____

Number of years of supervisory experience in the custodial area: _____

9. Who will be your supervisor(s)? Describe the qualifications and relevant experience of this person or people.

Name: _____ Position: _____

Number of years worked for your company: _____ Total years in this position: _____

Number of years of supervisory experience in the custodial area: _____

10. How many full-time (5 hours or more) and part-time (less than 5 hours) personnel will be assigned to this project? How many hours will they work per day?

Number of full-timer personnel: _____ Number of part-time personnel: _____

Number of total labor hours per day, for all employees: _____

PRICE SHEET

Custodial Service at Osceola High School

RFP #SDOC 07-017 KB

- 1. Cost per month for custodial service \$ _____ per month.
- 2. Average cost per square foot \$ _____ square foot.
- 3. Cost per hour for additional work requested by school that is not listed within the bid \$ _____ per hour.
- 4. Cost per portable for any additional portables that may be installed in the future
 - Single Wide Portables \$ _____ per portable.
 - Double Wide Portables \$ _____ per portable.
 - Triple Wide or Larger Portables \$ _____ per portable.

5. Name, address, phone number and fax number of local representative

_____ Phone

_____ Fax

6 I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

NAME (Typed/Printed)

TITLE

SIGNATURE

COMPANY NAME

DATE

TELEPHONE NUMBER

FACSIMILE NUMBER

ATTACHMENT B
LIST OF CLEANING PRODUCTS AND CHEMICALS
RFP #SDOC 07-017 KB

ITEM NO.	DESCRIPTION	MANUFACTURER	PRODUCT NUMBER
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

NOTE: ATTACH MSDS SHEETS FOR EACH APPLICABLE PRODUCT

ATTACHMENT C
LIST OF EQUIPMENT
RFP #SDOC 07-017 KB

ITEM NO.	DESCRIPTION OF EQUIPMENT	MANUFACTURER	PRODUCT NUMBER	AGE OF EQUIPMENT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				

DOES THE VENDOR OWN THE ABOVE EQUIPMENT: YES _____ NO _____

IF NO, PLEASE EXPLAIN:

ATTACHMENT F
RFP #SDOC 07-017 KB

CONTRACT SERVICE DEDUCTION CHART

POINT VALUE	0 - 10	11 - 15	16 - 20	21 - 25	26 - 35	36 - 50	51 - 75	76 - 100+	TOTAL
DEDUCT VALUE	\$10.00	\$15.00	\$25.00	\$35.00	\$45.00	\$60.00	\$75.00	\$100.00	DEDUCTS
DEFICIENCIES									
POINT VALUE									
1. CHALK TRAYS	10								
2. CHROME FIXTURES	10								
3. COBWEBS	10								
4. CUSTODIAL CLOSETS	10								
5. DIRTY VENTILATION VENTS	10								
6. DOOR GLASS	10								
7. DRINKING FOUNTAINS	10								
8. DUSTING	10								
9. FURNITURE	10								
10. GRAFFITI	10								
11. GUM REMOVAL	10								
12. HARD WATER DEPOSIT	10								
13. PENCIL SHARPENER	10								
14. POLICING GROUNDS	10								
15. RESTROOMS NOT CLEAN	50								
16. SECURITY	75								
17. SINKS	10								
18. SPITBALLS ON CEILING	10								
19. SPOTS ON CARPET	10								
20. TELEPHONE(S)	10								
21. TILED FLOOR	10								
22. TOILET PARTITIONS	10								
23. TOILETS/URINALS	10								
24. TRASH REMOVAL	10								
25. WALLS	10								
26. WINDOW SILLS	10								
27. VACUUMING	10								
TOTAL									

SCOPE: This schedule will be used by the District to evaluate performance and make recommendations for monthly invoice deductions for failure to meet contractual standards. Inspections will be conducted at random.

STATEMENT OF NO BID
RFP #SDOC 07-017 KB

School District of Osceola County
Kathy Brown
Senior Buyer
817 Bill Beck Blvd.
Kissimmee, FL 34744

Dear Mrs. Brown,

We, the undersigned, have declined to bid on your Bid # _____ for _____
_____ for the following reasons.

- _____ We do not handle products/services in this classification
 - _____ Opening date does not allow sufficient time to complete bid
 - _____ Cannot supply at this time
 - _____ Suitable but engaged in other work
 - _____ Quantity too small
 - _____ Cannot meet required delivery
 - _____ Equivalent not presently available
 - _____ Unable to meet specifications
 - _____ Unable to meet insurance/bond requirements
 - _____ Please remove our name from the vendor file only for the commodity listed above
 - _____ Please remove our name from the School Board's entire vendor files
 - _____ Other reasons or remarks
- _____
- _____

We understand that if the "No Bid" letter is not executed and returned by the bid due date, our name may be deleted from the list of qualified bidders for the School District of Osceola County, Florida. **PLEASE MARK BID NUMBER ON THE OUTSIDE OF THE ENVELOPE AND INDICATE THAT IT IS A "NO BID".**

Company Name: _____

Authorized Signature _____

Telephone Number _____

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR BID/RFP REPLY ENVELOPE.

Cut out the Label below and attach it to your envelope

DO NOT OPEN * SEALED BID * DO NOT OPEN

SEALED BID NUMBER: SDOC 07-017 KB

BID TITLE: Custodial Service For Osceola High School

BID TO BE OPENED ON August 23, 2006 AT 11:00 AM

BID ENCLOSED: YES NO

Deliver To: The School District of Osceola County, Florida
PURCHASING DEPARTMENT
817 Bill Beck Blvd., Building 2000
Kissimmee, FL 34744-4495