

- 10. TAXES:** The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012500806C-9. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.
- 11. DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
- 12. MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
- 13. BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the School Board to meet fully the salient characteristic requirements listed in the specifications.
- Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.
- If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the School Board and will be based on information furnished by the offeror. The Purchasing Department is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing Department. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing Department to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the School Board would be binding itself to purchase by making an award.
- 14. SAMPLES:** When required, samples of products shall be furnished with response to the School Board at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
- 15. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
- 16. GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Osceola County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the 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.
- 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.
- 17. ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the School Board.
- 18. CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supercede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
- 19. INDEMNIFICATION OF SCHOOL BOARD**
The bidder shall indemnify, hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from bidder's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the bidder to defend, at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board that may result from bidder's performance or nonperformance of services pursuant to the contract.
- 20. PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the School Board. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
- 21. TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the School Board to provide training to School Board personnel in the operation and maintenance of any item purchased as a result of this invitation.
- 22. ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
- 23. SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
- 24. WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any 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 the School Board by any other provision of the invitation/offer.
- 25. AWARD:** As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a district wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.
- 26. VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being removed from the School Board Bid list and the offeror/bidder being disqualified from doing business with the School Board for a period of time to be determined on a case-by-case basis.

27. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals (“one” over “1”). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

28. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and its departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1010.01, Florida Statutes as prescribed by the State Board of Education.

The District is coterminous with Osceola County. The annual budget for the District for 2007-2008 school year totals \$999,422,956, including an operating budget of \$461,355,469, and a capital budget of \$401,140,409. The District operates thirty-nine schools, which includes twenty-one (21) elementary schools, seven (7) middle schools, eight (8) high schools, two (2) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for twelve alternative education sites, and seven charter schools. The total full-time K-12 projected enrollment of public school students for August 2007 is 53,070. Growth is projected to continue in the future at an average of 2000 students per year.

29. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation To Bid.

30. **AVAILABILITY OF FUNDS**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

31. **NO CONTACT:** Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, and School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. (SCHOOL BOARD RULE SECTION 7.70.I.G)

32. **DEFINITIONS:**

BIDDER – The term “bidder” used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

OFFEROR – The term “offeror” used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.

SCHOOL BOARD – The term “School Board” herein refers to the School Board of Osceola County, Florida, and its duly authorized representatives and any school, department, or unit within the School District.

USING AGENCY – The term “using agency” used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Purchasing Department of the School District.

THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD

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The purpose of this Invitation To Bid (ITB) is to solicit competitive sealed Bids to furnish **Custodial Services for Denn John Middle School** for the use of The School District of Osceola County, Florida.

1. SCOPE

1.01 This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted, by The School District of Osceola County.

1.02 AWARD TERM

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful bidder(s) shall be awarded a contract for initial three year term beginning from February 9, 2009, with one subsequent two year renewal. The award term recommendation will be that which is determined to be in the best interest of the School Board. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

1.03 SERVICES TO BE PROVIDED AND APPLICABLE SPECIFICATIONS

Scope of work is to include furnishing the required labor, supervision, transportation, tools, equipment, materials and supplies necessary for accomplishment of custodial services in accordance with these specifications and subject to all terms and conditions as specified herein.

A. FACILITY TO BE SERVICED

1. Denn John Middle School is located at 2001 Denn John Lane, Kissimmee, FL 34744.
2. A site layout will be distributed at the site visit.
3. Denn John Middle School has approximately 126,353 total square feet. This includes 112,477 square feet for the main school campus, 4,372 square feet for the covered walkways and 9,504 square feet for the gymnasium.
4. There are also six (6) existing portables on property. Square footage of each portable is approximately 720 sq. ft. each.
5. 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 inspection. Failure to do so will be at the bidders' risk.
6. Denn John has approximately 93 full time employees as well as approximately 1,145 students. The normal operating hours are 7:30 a.m. to 3:00 p.m., Monday through Friday, although hours may vary due to extracurricular activities. Classes also fall within this timeframe.

B. VENDOR REQUIREMENTS, STAFFING

1. Company- The Vendor is required to have the necessary licenses and permits as required by law to conduct business as a professional Custodial contractor in Osceola County and must have been in business under the same business name for a minimum of three years.
2. Supervisor(s)- The awarded vendor shall designate in writing the name of the person assigned as the vendor representative with full authority to administer the terms of this contract. Site Supervisors shall have a minimum of three (3) years supervisory experience in the institutional/commercial Custodial field. This representative shall be available Monday-Friday from 8:00 a.m. to 5:00 p.m. The Site Supervisor will be required to verify thoroughness and cleanliness of the facilities after each service prior to dismissal of vendor personnel. Site Supervisors must be on property at all times when services are being performed and/or when any employees are present. The Site Supervisor shall be responsible for locking of all doors and windows throughout the facilities and activating the alarm each evening. Any and all supervisors assigned to the

School shall have an intimate knowledge of this contract and its various cleaning tasks, equipment and materials so as to be able to both properly train and direct personnel in their individual tasks, to maintain and control an effective inspection and follow up program.

3. Personnel- All employees and/or subcontractors must undergo the Level 2 Background Screening in compliance with the Jessica Lunsford Act; prior to the commencement of work. Please refer to paragraph 2.36 for details. The awarded vendor must employ a minimum of five (5) employees to work at the school facility under the supervision of the Site Supervisor at all times. Personnel employed by the vendor shall be competent, trustworthy and properly trained for the work requirements. The Awarded vendor shall require employees to comply with the instructions pertaining to conduct and building regulations issued by duly appointed officials. Resumes may be requested 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. Identify any subcontractors that will be used to execute this contract, the District reserves the right to approve or reject the use of subcontractors. A profile of general information, background information and relevant experience shall be provided for each subcontractor. The awarded vendors' personnel shall be employed on the job a sufficient number of hours required to accomplish all daily tasks in accordance with the awarded vendors provided schedule to the quality standards set forth in the technical standard portion of this contract. Please see Section F for Procedures for Inspections and Deductions which will be utilized when work is not satisfactorily performed. Section F outlines the deduction criteria that will be used by the District in determining deductions for non-performance of work or for work below quality standards. The contract has the prerogative to either increase the number of employees on the job or extend the work hours of the shift with prior approval, to ensure compliance with the contract specifications, neither of which shall alter the contract cost.
4. Employee Roster- Awarded vendor must provide an employee roster to the District representative indicating the number of employees assigned to perform the work as specified in this contract. The roster shall include the employee name, the shift in which they are assigned, the hours for assigned tasks, address, telephone numbers, etc. of all persons assigned to perform work as a part of this contract. Any changes during the contract period will also need to be provided.
5. Unauthorized Personnel- Unauthorized personnel will not be permitted on the School property. This includes friends, children or any other relatives, etc. who are on campus, may be cause for cancellation of the contract.
6. Uniforms/Identification- Awarded vendor shall require employees to be dressed in appropriate work attire when reporting for duty. Awarded Vendors employees are to wear a uniform and/or have photo-identification badge stating the company name, employee name, etc. If employees do not have uniforms the awarded vendor shall see that all employees wear some form of photo-identification badge on the outside of their clothing at all times when on School District property. Any additional cost incurred resulting from these requirements will be the sole responsibility of the awarded vendor.

C. UPON AWARD/IMPLEMENTATION CONFERENCE

1. Prior to commencement of the contract, the awarded vendor and the districts representative shall meet, review and approve the total workload, scheduling (daily, weekly and project cleaning), and cleaning methods to be utilized as part of this contract.
2. The awarded vendor is responsible for submitting a list of employees to the Principal and/or Plant Manager at Denn John Middle School. This list is to be submitted to the school's principal at least ten (10) working days prior to the start

of the contract. The employee list shall include complete name, 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 awarded vendor shall be held responsible for the accuracy of the data provided and ensure changes are updated immediately.

D. SECURITY AND SAFETY REQUIREMENTS

1. Keys- A total of three (3) master keys will be given to the awarded vendor, for which he must sign. It will be the awarded vendors' responsibility to see that these keys are in no way duplicated and all are returned at the end of the contract period. If any keys are lost the vendor will also be responsible for the cost of replacement keys. The vendor shall also be responsible for all cost associated with re-keying the facility if it becomes necessary to do so. The awarded contractor will be responsible for many thefts due to break in by any of their employees, past or present.
2. Responsibility- If any doors are left open and/or unlocked which results in the setting off of the alarm system, the awarded vendor shall be responsible for any charges the district incurs from the Sheriff and/or Kissimmee Police Department or Saint Cloud Police Department, for responding to a false alarm. The District will not be responsible in any way for damage to the vendors' stored supplies, materials or equipment kept throughout the building in janitors' closets or the vendors' employees personal belongings brought into the building.
3. Security Issues- Doors should only be unlocked when cleaning is being conducted. Areas opened must not be left unattended. Doors and windows should be locked immediately after cleaning.
7. School District and District Employee Property- The Awarded vendor shall be responsible in the event of theft or damage of School District property or personal property of District employees. Any articles found by the contractor shall be turned in to the designated office. **The awarded vendor and their employees are prohibited from the use of school laundry facilities, coffee makers, microwaves, audio-visual equipment, computers, telephones, all other equipment or district property, etc. The awarded vendor shall prohibit all employees from disturbing papers on desks, opening desk drawers or cabinets, any office equipment provided for official use. Any violation of these prohibited actions may be cause for cancellation of the contract.** The successful bidder shall at all time 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 vendor or his agents. When requested, the awarded vendor must cooperate with any ongoing investigation involving economic loss or damage to the building or personal property.
4. Safety- Awarded Vendor shall be responsible for instructing employees in safety measures considered appropriate. In addition, the Vendor 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 cause by cleaning or floor finishing operations. Contractor's employees shall be required to interrupt their work at any time to allow passage or personnel. All supplies, equipment and machines shall be kept free of traffic lanes and 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.

E. FACILITIES, UTILITIES, SUPPLIES AND EQUIPMENT

1. Facilities- Space available in buildings will be assigned to the contractor for the storage of bulk supplies and the equipment used in the performance of the work of this contract. This space shall be kept in a neat and orderly condition. Janitors closets located at various points throughout the buildings may be used by the individual cleaners for storing equipment including dust mops, brooms, dust cloths, and other items with the exception of flammable materials and wet mops. These closets and the store equipment shall be kept clean and in order. Equipment or supplies should not block electrical boxes or other equipment. Failure to keep any of the facilities described about in clean and satisfactory condition may result in the withdrawal of the privilege of using them. If notified, the vendor must remove any supplies or equipment they have stored. The awarded vendor shall be responsible for removing and replacing any furniture any rooms, especially in the classrooms in order to complete job requirements.
2. Utilities- Electrical power will be furnished by the District at existing power outlets for the vendors use to operate such equipment as is necessary to complete required work. Water will also be made available as necessary. The awarded vendor must ensure that only lights and electrical service needed to perform the required work are utilized. Turn off lights in all areas where work is not being performed.
3. Custodial Supplies/Equipment- The awarded vendor shall supply all cleaning chemicals, materials, equipment and personnel necessary to perform all required work in accordance with the cleaning standards addressed herein. Denn John Middle School will supply all paper products and hand soaps necessary for replenishing of dispensers. The vendor shall furnish wastebasket liners, sanitary napkin liners, and all other cleaning supplies/materials not furnished by the district. Vendor will not be responsible for changing light bulbs. Trashcan and wastebasket liners shall be changed when soiled or at the discretion of the school. Defective equipment, materials or supplies that are found by the District representative are to be immediately repaired or replaced. Sufficient cleaning supplies, properly labeled shall be kept in building as backup so proper cleaning can be done. Equipment parts shall be replaced within twenty-four (24) hours or new equipment brought to the building to ensure deductions will not be taken.

F. PROCEDURE FOR INSPECTIONS AND DEDUCTIONS

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 Bid. Therefore, Service performed under this contract shall be subject to regular inspections and when work is not satisfactorily completed Deductions may be made in accordance with the details below.

1. The School District of Osceola County shall designate a District Representative to conduct inspections. During the course of this contract, this District Representative shall be responsible for assuring the proper execution of this bid by the awarded vendor.
2. Regular Inspections may consist of, but not limited to inspection of buildings, grounds, equipment and overall cleanliness of the facilities. If necessary, the awarded vendor shall be required to meet with the District representative to review work and/or conduct inspections of the buildings that are covered under this contract.
3. The designated District Representative shall complete a monthly compliance inspection form; see attachment 'D' for example. This form shall document all any and all minor and major problems that occurred in the current month as well any deficiencies found in the routine inspection. The District Representative shall identify whether the overall performance rating is satisfactory or unsatisfactory. The District Representative shall also identify whether or not they recommend any deductions for this month. This form shall be obtained by the Schools Bookkeeper before any payments are released to the awarded vendor.

4. The District Representative shall notify the awarded vendor of all performance issues and complaints by telephone, fax, or email.
5. The District Representative shall maintain a file of all performance issues and complaints with the awarded vendor. The file shall contain the date, time, building, name of person making complaint, phone number and date/time the awarded vendor was notified, and/or a copy of the notification email or fax.
6. The Designated District representative shall have the authority to classify a complaint or problem as either minor or major.
7. Minor problems require correction during the next day's normal custodial services. However a continuing record of minor complaints shall result in a deduction. Examples of minor problems are: one trashcan not emptied, small area not vacuumed, toilet tissue in one stall out, etc. Failure of the awarded vendor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or terminations of this contract.
8. Major problems require immediate attention, and shall be required to be responded to within two (2) hours. Failure to respond within the required timeframe will result in a deduction. Examples of major problems are: toilets are not cleaned, classrooms not cleaned, trash not removed, not stocking sufficient paper products in large areas, etc.
9. Failure to clean an entire building or site shall result in a Non-Performance deduction. Within one (1) hour of notification, the awarded vendor shall send personnel to the missed site for immediate service. However, this shall not relieve the awarded vendor of being charged the deductions. If the awarded vendor does not respond within one (1) hour, the Purchasing Director may exercise the District's right to terminate for default.
10. Failure of the awarded vendor to respond to problems within the time limits established above, upon notification from the District representative, shall result in the following deductions from invoiced payments:
 - a. Minor problems which are not responded to within the established time limits shall result in deduction of one (1) day's cost of cleaning for the entire site. The formula to arrive at the deduction is: Total Cost for Custodial Services for Entire Campus (item 1, D. on price sheet) divided (\div) by the number of work days in the current month, shall equal ($=$) the amount to be deducted from payment.
 - b. Major problems which are not responded to within the established time limits shall result in a deduction of five percent (5%) of the monthly cost of cleaning for the entire site. The formula to arrive at the deduction is: Total Cost for Custodial Services for Entire Campus (item 1, D. on price sheet) multiplied (\times) five percent (5%), shall equal ($=$) the amount to be deducted from payment.
 - c. Non-Performance deductions shall be equal to One Hundred Percent (100%) of the monthly cost for Custodial Services for the Entire Campus (item 1, D. on price sheet).
 - d. Three (3) occurrences of Non-Performance that occur in a twelve (12) month period may result in the Purchasing Director terminating this contract for default.
11. Other occurrences shall result in the following deductions from invoiced payments:
 - a. Five (5) or more major or minor problems documented for any one month (even when they were responded to in a timely matter) shall result in a deduction of ten percent (10%) of the monthly cost of cleaning for the entire site. The formula to arrive at the deduction is: Total Cost for Custodial Services for Entire Campus (item 1, D. on price sheet) multiplied (\times) ten percent (10%), shall equal ($=$) the amount to be deducted from payment.

- b. An overall unsatisfactory rating on the monthly compliance inspection by the District Representative shall result in a deduction of ten percent (10%) of the monthly cost of cleaning for the entire site. The formula to arrive at the deduction is: Total Cost for Custodial Services for Entire Campus (item 1, D. on price sheet) multiplied (x) ten percent (10%), shall equal (=) the amount to be deducted from payment.

G. CLEANING STANDARDS Quality cleaning shall be expected and required of the awarded vendor. This section outlines some of the minimum acceptable standards:

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. The awarded vendor shall be responsible for the prompt removal of all debris that is a result of the contractual service.
2. Floor Maintenance- General
 - For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or window sills. Upon completion of work all furniture and equipment must be returned to its original position.
 - Baseboards, walls, fixtures, furniture and equipment shall in no way be splashed, disfigured or damaged during floor care operations.
3. Floor Maintenance- Hard Floors
 - Proper precautions such as the posting of wet floor signs shall be taken to advise building occupants of wet and/or slippery floor conditions. All tools and equipment shall be maintained in clean condition at all times and neatly store each night in the assigned storage area/rooms.
 - Sweeping/Dust Mopping includes brush or dust mop sweeping using an approved dust control treatment or mechanical brush vacuum sweeping, without damage or disfigurement of furniture, doors or trim. A properly swept of dust mopped floor is free of all dirt, sand, soil, dust or dust streaks, grit, lint and debris in all areas.
 - When damp mopping is required, the hard floor shall be prepared by sweeping and/or dust mopping, then cleaned with a wet mop that has been soaked in a bucket of approved solution and tightly wrung out. Damp mopping utilizes as little water as possible to achieve satisfactory results. Damp mopping is supplemented by dry-cleaning as required for spot removal and removal of marks from rubber heels and field shoes. A satisfactorily damp-mopped floor has a uniform appearance and is without lint, dust, marks, film, streaks, debris, sand, soil and standing water in all areas.
 - After sweeping, dust mopping and/or damp mopping operations, all floors shall be clean and free of soil, sand and streaks. No soil shall be left in corners, behind modular workstations, radiators or doors, under furniture and on baseboards. No soil shall be left where sweepings were picked up.
 - When Scrubbing/Stripping is required, the floor shall be properly prepared. Proper preparation includes thoroughly swept and/or dust mopped to remove visible soil, debris, gum, tar and similar substances from the floor surface. Approved cleaning solution is applied to the floor in accordance with floor finish and floor manufacturer's recommendations and directions. On completion of scrubbing or stripping and rinsing the floor shall be clean and free of dirt, soil, streaks, marks and give an overall appearance of cleanliness. Stripped floors will have the additional requirement of being free from all finish and finish residue. All surfaces shall be dry. Baseboards, corners and cracks clean. Following the floor scrubbing or stripping, sufficient coat(s) of floor finish shall be applied in accordance with the manufactures' directions and recommendations.
 - When Buffing/Burnishing is required, the floor shall be prepared by sweeping and/or dust mopped then damp mopped to remove all visible soil and debris.

The floor finish shall then be machine buffed/burnished to a polished appearance using a minimum of six (6) coats.

- Special attention shall be given to floors around the urinals and commodes for elimination of odors, stains and to provide a uniformly clean appearance throughout.

4. Floor Maintenance- Carpeted Floors/Mats

- When shampooing is required, the carpets and mats shall be prepared by cleaning to remove spots, gum, tar and other substances. Then thoroughly vacuumed ensuring the complete removal of sand and loose soil. Shampooing shall be performed with an approved shampoo solution and method. The carpet shall be vacuumed when dry. Upon completion the carpet and mats shall have a uniform appearance, be clean and free from spots, soil, gum and other disfigurements.
- After each vacuuming, all carpets shall be clean, free from dust, soil, sand and other debris; nap on carpets shall lie in one direction. In areas where an electric vacuum cannot be used, a mechanical carpet sweeper will be used to remove soil. Spots shall be removed from rugs or carpets as they appear, using an acceptable carpet cleaning method. Furniture shall be shielded from carpets until thoroughly dry.
- When Mat Cleaning, clean both sides of all mats and remove all soil, dust, and other deposits from the nap. This includes outside mats. Clean the area under the mat each time the mat is cleaned.
- Obvious surface soil referred to is the removal of any visible foreign matter found on the floor, rug, mat or carpet surface and includes but is not limited to, paper clips, staples, metal fasteners, pencil sharpening, erasures, paper pieces, fragments, clippings and punching, mud, sand, rubber bands, etc.
- Spot cleaning referred to is the removal of any visible foreign matter found on the floor, mat, rug or carpet and includes but is not limited to, soil, grease, oil, beverages, tar, chewing gum, rust, heel marks, mud, food, etc.
- Manufacturer's directions and recommendations referred to shall include all methods, procedures, equipment, supplies, etc. recommended by the manufacturer for the maintenance, care and upkeep of their products. All vinyl asbestos tile floors shall be maintained in accordance with manufacturers, federal and state requirements and recommendations.
- Minimum number of coats of finish specified is the amount necessary to protect and keep soil, sand, spots from penetrating to the floor surface while allowing the finish to be maintained in a clean, polished condition without build up. Minimum number of coats of finish shall be maintained on vinyl asbestos tile and all floor requiring finish at all times.

5. Dusting-General Dust shall not be moved from spot to spot but removed directly from the areas in which it lies by the most effective means-appropriate treated dusting cloths, vacuum tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist, after completion of each dusting task.

- There shall be no dust streaks
- Corners, crevices, molding and ledges shall be free of all dust.
- There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
- When inspected with a flashlight, there shall be few traces of dust on any surface.

6. Dusting-Recommended Methods

- The horizontal surfaces of all furniture and equipment shall be dusted with a treated cloth or yarn duster, operated in continuous contact. The manipulation shall be such as to pick up dust and not to scatter it. Surfaces shall be free of soil, dust, lint, oily film and streaks.

- Dust blinds with properly treated dust cloths or yarn dusters. Properly dusted blinds shall be free of streaks, soil, dust, lint and cobwebs.
- Dust light fixtures with treated anti static cloths or yarn dusters. Fixtures are properly dusted when free of soil, dust, lint and cobwebs.
- All chalkboards and trays shall be cleaned in accordance with the manufacturer's recommendations. When cleaned, the surface will have a uniform clean appearance and chalk trays shall be free of dust.
- Removal of dust below normal reach (70"), with treated dust cloths or yarn dusters, manipulated so as to pick up dust, soil, lint and cobwebs. Feather dusters and similar dust scattering devices shall not be used. A properly dusted surface is free from dust, cobwebs, dirt, lint, and streaks left from dusters.
- Removal of dust from walls, ceilings, and other structural components, pipes, equipment and fixtures above normal reach (70" from floor), with treated dust cloths or vacuum cleaner. Surfaces shall be free from dust, cobwebs, dirt, lint, and streaks left from dusters.

7. Damp-Wiping

- Damp-Wiping consists of using a clean cloth or sponge dampened with an approved solution, to remove all soil, spots, streaks, marks, smudges, etc., from walls, glass and other specified surfaces, and the drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, an approved germicidal detergent cleaner shall be used.
- This task consists of using appropriate cleaning methods for the surface being cleaned and removes any visible matter including but not limited to grease, oil, soil, sand, food, dust, mud, beverages, tar, gum, rust, fragments, clippings, etc. The cleaned surface will have a uniform clean appearance.

8. Emptying/Cleaning

- When emptying waste receptacles, remove all debris and paper from building and deposit in collection facilities provided for this purpose.
- When washing waste receptacles, damp wipe receptacle inside and out. Receptacles shall be clean of all deposits, dirt streaks and odors after damp wiping.
- If Ashtray/Urn are present on property, they should be emptied and wiped down with a cloth as required to remove and prevent deposits. Properly cleaned ashtrays are free of deposits and butts. The waste from ashtrays and urns shall be emptied into containers and removed to outside collection facilities provided for this purpose. Containers shall be of fire protective type. Vendor shall exercise necessary precautions to avoid fires.

9. Window/Blind Cleaning

- After each washing operation, all glass shall be clean and free of dirt, grime, streaks, excessive moisture and shall not be cloudy. Any items moved during operations shall be returned to its original position.
- Window trim, sashes, sills, metal and woodwork around interior glass and other such surrounding shall be thoroughly wiped free of drippings and other watermarks.
- Cleaners shall use pads to protect windowsills when standing or placing cleaning materials on them and all such pads and/or cloths necessary to protect District property shall be furnished by the vendor.
- Any glass that requires cleaning on both sides shall have both cleanings performed on the same day. This includes glass in panels, doors and cases. Plain water or cleaning solutions prepared for this purpose shall be used. Scouring powders shall not be used. Adjacent trim shall be wiped clear with damp cloth and floors cleaned of any drippings. Glass is clean when all accessible glass surfaces are without streaks, film, deposits, fingerprints, stains and has a uniformly bright appearance.

- Window cleaning shall be scheduled and performed as to provide the least inconvenience to occupants. If occupants are seriously inconvenienced, the window washing activities shall be rescheduled at the discretion of the District representative. Interior surfaces, frames, sills and screens shall be cleaned. All work in a single room will be completed in the same day the first window in that particular room is started. Windows shall be free of soil, dust and film. Screen frames and sills will be free from dust, soil, lint and insects.
10. Drinking Fountains and Water Coolers
- Fountains/Coolers shall be cleaned using approved germicidal detergent and/or cleaning agents acceptable to the District. Cabinets and water supply fixtures shall be wiped clean each time the fountain is cleaned. Coolers are cleaned when they are free from stains, streaks, film and mineral build up. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc. , and nozzles free from encrustation.
11. Furniture Cleaning and Polishing
- Wood and finished metal surfaces shall receive furniture polish with rubbing as necessary for cleaning, followed by polishing with a clean dry cloth. All plastics and imitation leather coverings shall be cleaned with detergent solution, followed by wiping with cloth dampened in plain clean water. Leather coverings shall be thoroughly cleaned with combination cleaner and polish followed by polishing with a clean dry cloth. When cleaned or polished, all surfaces shall have a uniform appearance, free of deposits, streaks or film. No silicone base polish shall be used.
12. Bright Metal Polishing
- Bright metal polishing may be performed by damp wiping and drying with a suitable cloth if a polished appearance is attained. However, if a polished appearance cannot be produced, the District representative shall be contacted for direction as to the use of an appropriate metal polish. Metal shall be cleaned only with an approved type cleaner. When cleaned, all surfaces are without deposits or tarnish and with uniformly bright appearance. Cleaner shall be removed for adjacent surfaces.
13. Spot Cleaning
- Walls, partitions, doors, furniture and trim shall be cleaned with a damp cloth and detergent, if necessary, to remove spots. All walls, doors, trim, baseboards and other surfaces shall have soil, stains, heel marks, handprints and other disfigurements removed. Area cleaned by spot removal shall be left in condition of surrounding areas without causing unsightly discoloration. Walls and floor adjacent to fixtures shall be free of spots, drippings and watermarks.
 - This task consists of using appropriate cleaning methods for the surface being cleaned and removes any visible matter including but not limited to grease, oil, soil, sand, food, dust, mud, beverages, tar, gum, rust, fragments, clippings, etc. The cleaned surface will have a uniform clean appearance.
14. Porcelain Ware Cleaning
- Porcelain fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, mold, encrustation or excess moisture.
15. Cleaning Walls, Doors, Lockers and Trim
- Cleaning walls, doors, lockers and adjacent trim shall consist of scrubbing all surfaces with detergent solution, followed by clean water rinse. When properly cleaned, surfaces are free from soil, deposits, film and have a uniform appearance.
16. Plumbing Fixture and Dispenser Cleaning
- This includes water closets, urinals, sinks, soap trays or dispensers and paper dispensers. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used on the inside only of water closets and urinals, if required, on

approval by the District representative. Fixtures and dispensers are clean when free of deposits, stains, film, odors and dispensers replenished.

17. Cleaning Walls and Wainscots
 - Cleaning all tile or impervious finish wainscots and toilet stall partitions and doors will be accomplished with an approved germicidal detergent solution followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on paint or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.
18. Policing
 - This is to include performance of the following tasks at the stated frequencies: picking up and removing all paper, debris, bottles and other discarded materials; maintaining wall-hung and floor-type receptacles in a neat and presentable condition; picking up and removing from areas wads of gum, spots of tar and other foreign substances, tidying up drinking fountains and glass surfaces; mopping up wet areas caused by spillage accidents or inclement weather.

H. CUSTODIAL SCHEDULE

1. Custodial work shall be accomplished outside of normal school hours, between the hours of 5:00 p.m. and 10:00 p.m., Monday through Friday; Gymnasium shall be cleaned between the hours of 10:00 p.m. and 11:00 p.m.
2. There may be extracurricular activities that may occur. On those days or nights, it will be the responsibility of the awarded vendor to coordinate with the school on any custodial changes that need to be considered.
3. On occasion, areas of the facility may need to be cleaned prior to 5:00 p.m. such as the cafeteria before dances, open house, etc. These areas will also need to be cleaned and reset after the activity is over.

I. TASKS TO BE ACOMPLISHED DAILY

1. Ceilings and Vents- Spitballs, food, writing and other disfigurements shall be removed and spot cleaned.
2. Walls, Windows, Doors and Lockers- Walls, partitions, windows (inside), window trim, lockers, doors, and door hardware shall be spot cleaned.
3. Floor Care and Maintenance-
 - Carpeted floors and mats shall be completely vacuumed and spot cleaned. All obvious surface soil shall be removed.
 - Classroom floors shall be mopped weekly and spot cleaned daily.
 - Hard Floors shall be completely dust-mopped with an approved dust control treatment. All hard floors shall be spot cleaned to include the removal of all obvious surface soil, spills and marks.
 - Mop hallway floor daily.
4. Furniture- Furniture shall be spot cleaned.
5. Drinking Fountains and Telephones- Drinking fountains (including mouthpiece, splash zones, sides and bases) and Telephones shall be completely cleaning with an approved germicidal detergent. All chrome/metal surfaces shall be dried and polished. Residue, encrustation and hard water deposits must not be present.
6. Waste Collection and Removal-
 - All waste receptacles shall be emptied and spot cleaned. Soiled liners shall be replaced. All refuse, debris, rubbish, litter and garbage shall be collected and removed from the buildings and placed in the appropriate facility disposal unit.
 - Boxes or cardboard containers shall be collected, flattened and placed in the appropriate facility disposal unit.
 - Policing- All refuse, litter, debris, rubbish and garbage generated in or outside of buildings shall be collected, removed and disposed of into the appropriate facility disposal unit.

- Garbage cans and waste receptacles used for collection of food remnants shall be emptied and washed with an approved germicidal detergent. Liners shall be replaced.
 - Snack bar and vending machine waste, refuse, debris or garbage shall be removed from the building and disposed of into the appropriate facility disposal unit.
 - Rummaging into trash or recycling units or the removal of articles from these units is strictly prohibited.
 - Outside trash barrels are to be emptied daily and cleaned with a germicidal cleaner.
7. Room Cleaning- These requirements shall apply to all areas or rooms unless more frequent or specific requirements prevail elsewhere in this document. Room cleaning shall include but is not limited to classrooms, labs, shops, conference, workrooms, media centers, and the corridor space adjacent to these areas.
- Toilets, washbasins, splash areas, dispensers, mirrors, water supply fixtures and counter tops shall be cleaned and sanitized in accordance with section titled "Restroom, Clinic and Gym Locker Rooms". A tuberculocidal cleaner must be used daily in restrooms.
 - Pencil Sharpeners shall be emptied.
8. Restrooms, Clinic and Gymnasium Locker Rooms-
- Floors shall be swept and damp mopped or scrubbed with an approved germicidal detergent.
 - Toilets, toilet seats and urinals shall be cleaned with an approved germicidal detergent (inside and outside). Toilet seats shall be cleaned on both sides and left in a raised position. No rust, residue, encrustation or water rings shall exist.
 - Traps and floor drains shall be maintained free from odor at all times.
 - Washbasins and splash areas shall be thoroughly cleaned with an approved germicidal detergent.
 - Mirrors, shelving, dispensers, chrome fixtures and piping shall be damp wiped with an approved germicidal detergent and polished dry.
 - Benches and seats shall be cleaned and sanitized with an approved germicidal detergent.
 - Paper towel, hand soap, toilet paper and toilet seat covers (if applicable) dispensers shall be spot cleaned and replenished.
 - Sanitary napkin receptacles shall be emptied, cleaned with an approved germicidal detergent, sanitized, dried and a new liner shall be installed.
 - Walls, partitions, shower curtains, switch plates, doors and door hardware shall be spot cleaned and sanitized with an approved germicidal detergent.
 - Lower walls and partitions (6' and under) shall be cleaned and sanitized with an approved germicidal detergent.
9. Home Economics/Food Preparations-
- Hard floors shall be completely damp mopped with an approved germicidal detergent.
 - Wipe down counter tops daily.
10. Computer Rooms and Media Centers-
- Dust shall be kept to a minimum.
 - All horizontal surfaces shall be low dusted with approved anti-static duster.
 - Floor shall be vacuumed with special attention being given to floor areas under desks.
11. Administrative Offices, Lobbies and Entrances-
- All entrances, waiting areas and lobbies shall be maintained in such a manner as to give a superior appearance.
 - Building director and trophy cases shall be damp wiped and polished dry.
 - Walls, partitions, fixtures, horizontal surfaces, trim, furniture, planters and glass shall be spot cleaned.

- Walk off mats and area under mats shall be cleaned.
 - Entrance walkways shall be swept.
 - Doors (inside and out) including glass, handles, frames, push bars and kick panels shall be cleaned, polished and all residue removed.
12. Cafeterias, Dining Areas and Lounges-
- Door glass and entrance glass (6' and under) shall be cleaned (inside and out).
 - Walls, doors, door hardware and switch covers, shall be spot cleaned and sanitized with an approved germicidal detergent.
 - Hard floors shall be swept and wet mopped or scrubbed with an approved germicidal detergent.
 - Traps and floor drains shall be maintained free from odor at all times.
 - Chairs and furniture shall be cleaned with an approved germicidal detergent.
 - Outside dining area cleaned- tables and floors.
 - Staff lounge microwave shall be cleaned (inside and out).
 - Staff lounge refrigerator shall be wiped down (exterior only).
13. Patios-
- Patio areas shall be swept and spot cleaned.
 - Furniture, tables, chairs and benches shall be wiped down.
 - Trashcan receptacles are to be emptied and wiped down on the outside.
14. Walkways-
- Walkways will be policed, spot cleaned and swept.
 - Doors, benches, poles and switch covers shall be spot cleaned.
15. Gymnasium- Daily (10:00 cleaning) to be finished by 11:00 p.m. Busiest time is during basketball season (December-February) excluding Christmas Break. At other activities, there may be times when the cleaning of restrooms may not have to be done.
- Restroom: Clean toilets, sinks, sweep and mop floors.
 - Dust mop gym floor.
 - Empty trash containers & replace liners monthly or when needed.
16. Custodial Closets/Storage-
- Floors, sinks and walls shall be maintained in clean, sanitary and orderly conditions.
 - Treated dusty mops shall be stored in an approved metal container with the lid securely in place.
 - All supplies, tools and equipment shall be neatly stored and maintained in a clean condition.
 - All fluorescent lamps shall be stored horizontally in original cartons.
 - The room(s) shall be secured at all times.
 - Pails shall be emptied. Mops and wringers shall be maintained in a clean condition at all times.
17. Storage Rooms- Storage areas within buildings, where no personnel are assigned, shall be cleaned as directed.

J. **TASKS TO BE ACOMPLISHED WEEKLY**

1. Ceilings and Vents- Vents shall be dusted.
2. Walls, Windows, Doors and Lockers- Window trim (including ledges), blinds and tops of lockers shall be dusted.
3. Floor Care and Maintenance-
 - Areas with carpeted floor near the walls or partitions and the baseboards shall be swept clean.
 - Areas with hard floors near baseboards shall be swept clean and floor shall be completely wet mopped.
4. Dusting-All horizontal surfaces shall be high and low dusted.
5. Furniture- Furniture shall be dusted; Student Desks must be cleaned with a germicidal detergent.

6. Drinking Fountains and Telephones- All drinking fountains and telephones shall be cleaned with an approved germicidal detergent.
7. Room Cleaning-
 - Glass in doors, partitions and dividers (both sides) shall be cleaned.
 - Chalkboards and dry marker boards shall be washed clean.
 - Chalk trays shall be damp wiped.
 - Student Desks must be cleaned with a germicidal detergent.
8. Restrooms, Clinic and Gymnasium Locker Rooms-
 - Horizontal surfaces such as windowsills, tops of lockers, ledges, grills, ventilation covers and stall partitions shall be high/low dusted and sanitized with an approved germicidal detergent.
 - Windows (inside) shall be cleaned.
 - Trash containers shall be damp wiped with an approved germicidal detergent.
9. Administrative Offices, Lobbies and Entrances-
 - Office, lobby, entrance and waiting area glass shall be cleaned, both sides.
 - Exterior and interior metal entrance doors and handrails shall be damp wiped and polished.
 - Ventilation covers shall be cleaned.
 - Hard floors shall be buffed or burnished in accordance with manufacturers recommended methods and procedures.
 - Offices shall have all fabric vacuumed and all non-porous surfaces damp wiped with an approved cleaning agent.
10. Cafeterias, Dining Areas and Lounges-
 - All horizontal surfaces such as ventilation vents door fans, tops of vending machines shall be high and low dusted.
 - Doors, door hardware and switch plates shall be cleaned with an approved germicidal detergent.
 - All waste receptacles shall be cleaned with an approved germicidal detergent and allowed to air dry.
 - Spray buff and/or burnish floor finish.
11. Patios- Trashcan receptacles are to be thoroughly cleaned with a germicidal cleaner.

K. TASKS TO BE ACOMPLISHED QUARTERLY

1. Restrooms, Clinic and Gymnasium Locker Rooms- Lockers (inside) shall be cleaned and sanitized with an approved germicidal detergent.
2. Administrative Offices, Lobbies and Entrances- Ventilation covers, walls, windows, furniture, partitions, fixtures and horizontal surfaces, completely damp wiped, high and low dusted. Carpeted floors shall be shampooed in accordance with manufacturer's directions and recommendations as determined by the districts representative and the contractor.
3. Cafeterias, Dining Areas and Lounges- Staff lounge refrigerator shall be cleaned and sanitized with approved germicidal detergent (inside and out).
4. Patios- Patio areas including non-porous furniture shall be pressure washed and/or scrubbed clean.
5. Walkways- Chewing gum and gum residue is to be scraped off walkways.

L. TASKS TO BE ACOMPLISHED SEMI-ANNUALLY

1. Floor Care and Maintenance- Carpeted floors and mats shall be shampooed, and tile shall be scrubbed with a neutral detergent and re-coat with four (4) coats of wax. Inside hallways are to be stripped and re-waxed a minimum of two (2) times a year.
2. Restrooms, Clinic and Gymnasium Locker Rooms- Walls, partitions, shower curtains, doors and baseboards shall be completely cleaned and sanitized with

an approved germicidal detergent. Floors shall be machine scrubbed and sanitized with an approved germicidal detergent.

3. Home Economics/Food Preparations- Floors are to be stripped and re-waxed a minimum of two (2) times a year.
4. Cafeterias, Dining Areas and Lounges- Hard floors shall be machine scrubbed and a minimum of six (6) coats of floor finish applied. Tables and benches are to be thoroughly cleaned, including all support bars. Removal of chewing gum stuck under table or benches.
5. Walkways- Covered walkways and gym walkways are to have poles and the underside of the overhead structures cleaned.
6. Custodial Closets/Storage- Ceilings, lights, walls and floors shall be cleaned with an approved cleaning agent.

M. TASKS TO BE ACCOMPLISHED ANNUALLY

1. Ceilings and Vents- Vents and Light covers shall be cleaned and damp wiped.
2. Walls, Windows, Doors and Lockers- Partitions, windows (inside up to a height of 10' from floor), window trim, lockers, blinds, doors and door hardware (including the thresholds) shall be completely cleaned.
3. Floor Care and Maintenance- Hard floors shall be striped and a minimum of six (6) coats of finish applied in accordance with floor/surface manufacturer's directions and recommendations.
4. Furniture- Non-porous furniture shall have gum and other disfigurements removed, then cleaned with approved germicidal detergent and damp wiped. Porous furniture shall have gum and other disfigurements removed, then vacuumed and completely cleaned.
5. Waste Collection and Removal- The inside and outside of waste receptacles shall be cleaned and sanitized with an approved germicidal detergent annually or more frequently if directed by the District's representative.
6. Cafeterias, Dining Areas and Lounges- Walls shall be completely cleaned with approved germicidal detergent.

N. PROJECT CLEANING- Project cleaning shall be scheduled a minimum of two weeks prior to start date and prioritized as necessary by the Districts representative in scheduled meetings with the awarded vendor. During periods of reduced building occupancy such as non-school days, teacher holidays, etc., the priority shall be project cleaning and only occupied areas shall receive or require daily/weekly services.

O. MISCELLANEOUS DUTIES- In Addition to the work specified above, the awarded vendor in conjunction with the cleaning operation shall perform the following additional duties:

1. Reporting fires, hazardous conditions, needed equipment/building repairs and items in need of repairs, such as malfunctioning lights, vandalism and plumbing problems, etc.
2. Closing windows, turning off lights and fans when not in use.
3. Turn into designated office all lost and found articles.
4. Doors should only be unlocked when cleaning is being conducted. Areas opened must not be left unattended. Doors and windows should be locked immediately after cleaning.
5. Ensure that only lights and electrical service needed to perform required duties are utilized. Turn off lights in areas where work is not being performed.
6. Responsible to ensure no flammable rags, solutions or products are left stored within the building.
7. Transporting awarded vendors personnel, supplies and equipment during working hours.

1.04 ADDITION/DELETION OF TASKS

The District reserves the right to add or delete tasks performed and amend the frequency the tasks are performed under this contract. All additions or deletions shall be specified in writing to the awarded vendor.

1.05 ADDITIONAL/REDUCTION IN SQUARE FOOTAGE MAINTAINED

The District reserves the right to add or reduce square footage to be serviced under this contract. The dollar amount per square footage shall be prorated from the total cost per year bid, divided by the occupied square footage per facility.

1.06 OTHER SERVICES AND/OR OPTIONS

Other Services and/or options may be included in this bid if they are standard services and/or options for this commodity. Services inadvertently left off the price sheet may be viewed as an option not known to exist at the time this bid was sent out, but are now available as an additional option. Awarded bidders wishing to provide additional option's, may attach to their price sheet their list of options which are currently available. Since these services will be made to order on an as needed basis, each purchase could vary greatly since many will be site specific. As market and/or building code changes occur the awarded Bidders may contact the Purchasing Agent about additional options.

1.07 ORDERS

Denn John Middle School of the School District of Osceola County will issue purchase orders directly to the successful bidder(s) for the purchase of **Custodial Services**. The successful bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this bid. Each purchase order will be faxed or mailed to the awarded bidder. The order should be reviewed for correct prices, dates, extensions, etc.

1.08 EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other School District bid awards or on Florida State Contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.

1.09 LIQUIDATED DAMAGES

In case of failure on the part of the Bidder to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the School District of Osceola County or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified in the contract or any extensions thereof, the School District of Osceola County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Bidder shall pay to the District, as liquidated damages, the sum of \$400.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as a penalty on the Bidder.

1.10 NO DAMAGES FOR DELAY

Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

1.11 BARRICADES

The Bidder shall provide all barricades and take all necessary precautions to protect building and personnel. All work shall be complete in every respect and accomplished in a workmanlike manner and Bidder shall provide for removal of all debris from the School District of Osceola County.

1.12 MEASUREMENTS

The linear 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 inspection. Failure to do so will be at the bidder's risk.

2. STANDARD TERMS & CONDITIONS

2.01 CLOSING DATE

Bids must be received by The School District of Osceola County Purchasing Department, Building 2000, 817 Bill Beck Blvd., Kissimmee, FL, 34744-4495, no later than **2:00 p.m., local time, on Tuesday, December 16, 2008**. Bids received after this time will not be considered.

2.02 TENTATIVE SCHEDULE

11/4/2008 Invitation To Bid Available
12/2/2008 Pre-bid Conference/Walk Thru
12/16/2008 Bid Closing Date
1/20/2009 Planned Award Date
2/9/2009.....Contract start date

2.03 DELIVERY OF BIDS

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):
The School District of Osceola County, Florida
Purchasing Department, Building 2000
817 Bill Beck Blvd.
Kissimmee, Florida 34744-4495

Mark package(s) "**Bid #SDOC 09-B-049 KR, Custodial Services for Denn John Middle School**" and insure that bidders return address is listed on the outside of the package.

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to the Purchasing Department, Building 2000 at the above address. To be considered, **a Bid must be received and accepted in the Purchasing Department before the Bid closing date and time.**

2.04 PRE-BID CONFERENCE/WALK THROUGH

- A. A pre-bid conference/walk through will be held at Denn John Middle School, 2001 Denn John Lane, Kissimmee, FL 34744, at 9:00 a.m., local time, Tuesday, December 2, 2008. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public Bid openings or meetings should contact the School District Purchasing Department in Kissimmee 407.870.4630 at least five (5) days prior to the meeting date.

2.05 PUBLIC BID OPENING

- A. The Bids will be available for inspection during normal business hours in the Purchasing Department within ten (10) days of the closing date, by appointment (Florida Statute 119.071 (1) (b)).
- B. A copy of the completed bid tabulation will be available on the Purchasing Department web page at www.osceola.k12.fl.us/depts/Purchasing/Index.asp within ten (10) days.

- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public Bid openings or meetings should contact the Purchasing Department at 407.870.4625 at least five (5) days prior to the meeting date.

2.06 BID SUBMITTAL FORM

- A. See **Submittal Requirements** for complete details.
- B. Note: **It is not necessary to return every page of this document with the bid proposal; return only the pages that require signatures or information.**
- C. Each bidder shall submit One (1) complete sets of the Bid Submittal:
- **One (1)** hard copy marked "ORIGINAL"
 - **Two (2)** hard copies marked "COPY"
 - **One (1) COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF).**
Note the solicitation number and name of company on the disk.
- If a Non-Disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials".**
- D. The Invitation To Bid page and other required documents must be signed by an official authorized to legally bind the bidder to all bid provisions.
- E. Terms and conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.

2.07 QUESTIONS CONCERNING BID

- A. Questions concerning any portion of this Bid shall be directed in writing or by e-mail to the Purchasing Representative named below, who shall be the official point of contact for this Bid. Questions should be submitted at least **seven (7) days** prior to the closing date.
- B. Mark cover page or envelope(s) "**Questions on Bid # SDOC 09-B-049 KR, Custodial Services for Denn John Middle School**"
- C. Submit questions to:
Kristy L. Rumping, Buyer 1
Telephone:407.870.4611
Fax:407.870.4618
E-mail:rumpink@osceola.k12.fl.us

2.08 CLARIFICATION AND ADDENDA

- A. It is incumbent upon each bidder to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 407.870.4616) through the Purchasing Representative named above. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the **only** official method by which interpretation, clarification or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this Bid, notice may be obtained by accessing our web site. The bidder in the Bid Submittal must acknowledge receipts of amendments. **Each bidder should ensure that all addenda and amendments to this Bid have been received BEFORE submitting the Bid. Check the Purchasing Department web site at www.osceola.k12.fl.us/depts/Purchasing/Index.asp for any addenda. The Purchasing Department will not manually distribute any addendum.**

2.09 AWARD

The School Board reserves the right to award the contract to the bidder(s) that the Board deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The Board is therefore not bound to accept a bid on the basis of lowest price. In addition, the Board has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the Board to do so. The Board also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if it is deemed to be in the Board's best interest.

2.10 DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this bid. (Responsive)
- B. The greatest benefits to the School District as it pertains to: (Responsible)
 - 1. Total Cost
 - 2. Attachment A, Custodial Services Questionnaire must be completed in its entirety, as it will be used to evaluate the criteria outlined in this section.
 - 3. Past Performance. In order to evaluate past performance, all bidders are required to complete the Custodial Services Questionnaire (Attachment A) which requires a list of four (4) most significant commercial projects completed in the last five years with similar scope and magnitude to this project.
 - 4. All technical specifications associated with this bid;
 - 5. The Equipment List (Attachment B) and The Cleaning Products and Chemicals List (Attachment C) must be completed and include all equipment and products that will be used by the awarded vendor. Attachments A and B shall be evaluated on the capability to perform the scope of work in the allotted time and meet the Districts Cleaning Standards.
 - 6. The Number of employees allocated for this project, including qualifications of assigned supervisor(s) shall be documented on the Custodial Services Questionnaire (Attachment A). The assignment of personnel and logistics employed to perform the scope of work in the allotted time will be heavily evaluated when reviewing bid submittals. There shall be a minimum of five (5) employees plus at least one (1) site supervisor, which shall be required to have a minimum of three (3) years supervisory experience. Please refer to Section 1.03, B. Vendor Requirements- Staffing for details on requirements.
 - 7. Documentation shall accompany information provided on questionnaire showing that Company has adequate experience in the Custodial/Janitorial Business. The Vendor must have been doing business for the past three (3) years under the same business name, Please refer to Section 1.03, B. Vendor Requirements- Staffing for details on requirements.
 - 8. Licenses and permits required by law to conduct business as a professional Custodial Contractor in Osceola County must accompany bid responses.
 - 9. Proof of all applicable insurance and license requirements as stated herein.
 - 10. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, bidder whose bid represents the best overall value to the School District when considering all evaluation factors. The District also reserves the right to determine and waive any and all informalities and/or irregularities in bid responses.

2.11 ASSIGNMENT

The awarded bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the School Board. The School Board shall approve any requests for assignments and/or sub-letting contracts prior to responding to such requests.

2.12 CONTRACT

- A. The contents of this Bid and all provisions of the successful bidder's Submittal Form shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, will not be issued.
- B. The Director of Purchasing and Warehouse, Superintendent, and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee are authorized to make changes to any contract.
- C. The School Board shall be responsible for only those orders placed by the schools/departments on an authorized signed Purchase Order. The School Board shall not be responsible for any order, change substitution or any other discrepancy on the Purchase Order. If there is any question about the authenticity of a Purchase Order or change order, the bidder should promptly contact the Purchasing Department.

2.13 DISCLOSURE OF BID CONTENT

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

2.14 BIDDER'S RESPONSIBILITY

The bidder, by submitting a Bid represents that:

- A. The bidder has read and understands the Invitation To Bid in its entirety and that the Bid is made in accordance therewith, and;
- B. The bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a Bid, each bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the bidder will rely. If the bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the bidder from its obligations to comply in every detail with all provisions and

requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the bidder for additional compensation or relief.

- D. The bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit.

2.15 PAYMENT TERMS

A. INVOICING

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid SDOC, purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, 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 school board will only pay the dollar amounts authorized on the purchase order.

- B. The School Board will remit full payment on all undisputed invoices within 45 (forty-five) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

- C. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest, not to exceed one percent (1%) per month, on all undisputed invoices not paid within 45 (forty-five) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.

- D. The School Board has the capabilities of Electronic Fund Transfer (EFT). List any additional discounts for payment using Electronic Funds Transfer (EFT) and/or any additional discounts to be applied to such payments.

- E. ***By submitting a Bid (offer) to the School Board, the bidder expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the bidder to the School Board for any legal obligation between the bidder and the School Board.***

F. PARTIAL PAYMENT

Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

G. PAYMENT DISCOUNTS

A bid price submitted indicating a discount if an invoice is paid within a certain number of days from the date of the invoice cannot be considered as a basis for the bid evaluation. All bid prices must be net and not contingent on terms.

- H. In the event that this contract becomes effective or terminates during the course of a month, the amount to be paid shall be determined by prorating the amount specified in the contract for a month divided by the number of days in the month involved.

2.16 CERTIFICATES

The School Board reserves the right to require proof that the bidder is an established business and is abiding by the ordinances, regulations, and laws of their community, the county, and the State of Florida, such as but not limited to: Business Tax Receipts, Business Licenses, Florida Sales Tax Registration, Federal Employers Identification Number.

2.17 INSURANCE, LICENSES AND CERTIFICATES

The bidder agrees to provide and maintain at all times during the term of this agreement, without cost or expense to the School Board, policies of insurance insuring the bidder against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the bidder under the terms and provisions of this agreement. The bidder will provide the School Board with copies of current appropriate business licenses.

2.18 INSURANCE

The bidder shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- Commercial General Liability – in the amount of \$3 million aggregate / \$1 million per occurrence.
- Liability – Auto, in the amount of \$100,000/300,000 / Any Auto
- Workers Compensation – As required by Florida law.

Requirements for bidders that qualify for an exemption under the Florida Worker’s Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their “Notice of Election to be Exempt”, along with valid proof of coverage for non-exempt employees.

The Hold Harmless Agreement mentioned above is included as an attachment to this bid. Said Agreements shall be returned with the bid proposal as detailed in the Submittal Requirements.

The School Board reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the bidder has coverage in accordance with the requirements herein set forth shall be furnished by the bidder to the School Board Representative prior to the execution of the contract and annually upon renewal thereafter. **The Bidder shall either cover any subcontractors on its policy or require the subcontractors to obtain coverage to meet all requirements for insurance contained herein.**

Bidder agrees that School Board will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the School Board Representative. Bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board on Commercial General Liability and Workers Compensation insurance coverage. The ACORD certificate of Liability Insurance, with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing Department. This certificate shall be dated and show:

- A. The name of the insured bidder, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.

- B. Statement that the Insurer will mail notice to the School Board at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. **School Board shall be named as an additional insured on Commercial General Liability Insurance.**

Loss Deductible Clause: The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the bidder and/or sub-consultant providing such insurance.

2.19 SAFETY

The bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary precautions to ensure all materials provided do not include Asbestos. The bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the bidder, sub-contractor, or supplier's failure to comply with the regulations.

2.20 WAGE PRICE REDETERMINATION

- A. The bidder may petition the Director of Purchasing and Warehouse, or the designee, for price redetermination within sixty (60) days of the expiration of each term or on the anniversary date of the contract, whichever is specified elsewhere in this ITB. Any price redetermination will be solely based upon changes as documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number will be the base for the second quarter of 2008 as published in July 2008. The initial redetermination index number will be the index for the second quarter of 2009 as published in July 2009. Refer to Employment Cost Index, Table 5, for total compensation private industry workers, by industry and occupational group @ www.bls.gov/news.release/eci.t05.htm. The base figure will be tied to Service Occupations under the heading Service Providing- Industries. The base figure for service for June 2008 is 108.7. The difference will be the maximum percentage increase allowed. This percentage will be applied to both the rate paid to the bidder's employee and the billed rate. [Example: June 2007 Index = 105.3, June 2008 Index = 108.7: therefore the maximum increase = $108.7 - 105.3 = 3.4\%$].
- B. For all periods after the first year the June indexes will be used.
- C. If the federal government increases the minimum wage during the term of the contract and any renewal, the bidder may petition the Director of Purchasing and Warehouse for price redetermination for those job categories where the pay to the bidder's employee is the current minimum wage. The School Board will grant an increase of exactly the amount of the minimum wage increase [not the percentage increase]. The bidder must increase the pay to the employee by the amount the bidder wants increased. The amount paid to the bidder will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The bidder must supply written documentation of any other increase that is beyond the scope and control of the bidder. All written documentation must satisfy the reasonable expectations of the School Board.

[Example: minimum wage increases from \$5.75 to \$6.00 per hour. The bidder's Bid amount for category X to the employee is \$5.75, and the billed rate is \$6.60. The bidder may petition for an increase of \$0.25 per hour to be paid to the employee and a billed rate of \$6.85 + written and documented cost increases for FICA, Medicare and Workers' Compensation.]

- D. If the School Board and the bidder cannot agree on the price redetermination, then the contract will expire without prejudice. The School Board reserves the right to award any classification(s) from an expired contract to the next lowest responsive and responsible bidder that is still under contract.
- E. If the bidder bills the School District at a higher price according to any price redetermination granted by the School Board, and the bidder fails to increase the hourly rate paid to the employee for the same period, the bidder will be considered in contract default and the contract will be immediately terminated.

2.21 DEVIATIONS

All Bid Submittals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the bidder by the specifications. Such deviations must be stated upon the Bid Submittal Form; otherwise the School Board will consider the subject Bid Submittals as being made in strict compliance with said Specifications to bidders, the bidder being held therefore accountable and responsible. Bidders are hereby advised that School Board will only consider Bid Submittals that meet the exact requirements imposed by the specifications; except, however, said Bid Submittals may not be subject to such rejection where, **at the sole discretion of The School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the Bid process by affecting the amount of the Bid Submittal such that an advantage or benefit is gained to the detriment of the other bidders.

2.22 MATERIAL SAFETY DATA SHEET

In accordance with Chapter 442 of the Florida Statutes, it is the bidder's responsibility to identify and to provide to the School District Purchasing Department a Material Safety Data Sheet for any material, as may apply to this procurement.

2.23 WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the bidder to have waived any right to claims against the School Board concerning this agreement.

2.24 TERMINATION / CANCELLATION OF CONTRACT

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract.

The bidder may cancel the resulting contract with **one hundred-twenty (120) days written notice** to the Director of Purchasing and Warehouse. Failure to provide proper notice may result in the bidder being barred from future business with the School District.

2.25 TERMINATION FOR DEFAULT

The School District's Contract Administrator shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to

exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.

2.26 TERMINATION FOR SCHOOL BOARD'S CONVENIENCE

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

2.27 INCURRED EXPENSES

This ITB does not commit the School Board to award a contract, nor shall the School Board be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this ITB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

2.28 MINIMUM SPECIFICATIONS

The specifications listed herein are the minimum required specifications for this ITB. They are not intended to limit competition nor specify any particular bidder, but to ensure that the School District receives quality products and services.

2.29 COMPLIANCE WITH LAWS AND REGULATIONS

The bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The bidder shall protect and indemnify School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, bidder shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Osceola County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

2.30 RECORDS & RIGHT TO AUDIT

The bidder shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The bidder shall retain these records for a period of three (3) years after final payment, or until the School Board audits them, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

2.31 CHANGES IN SCOPE OF WORK/SERVICE

A. The School Board may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the bidder that the scope of the project or of the bidder's services has been changed, requiring changes to the amount of compensation to the bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Chair and the bidder.

- B. If the bidder believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the bidder, the bidder must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work/service is within the scope of the contract as written, the bidder will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The bidder must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the awarded bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

2.32 MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The School Board shall have the power to make changes in the contract as the result of changes in Florida law and/or ordinances of Osceola County to impose new rules and regulations on the bidder under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the bidder notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the bidder. In the event any future change in Federal, State or County law or the ordinances of Osceola County materially alters the obligations of the bidder, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the bidder, then the bidder or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and bidder agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the bidder shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the bidder directly and demonstrably due to any modification in the contract under this clause.

2.33 RIGHT TO REQUIRE PERFORMANCE

- A. The failure of the School Board at any time to require performance by the bidder of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the bidder to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

2.34 FORCE MAJEURE

The School Board and the bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

2.35 BIDDER'S PERSONNEL

During the performance of the contract, the bidder agrees to the following:

- A. The bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the bidder. The bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The bidder, in all solicitations or advertisements for employees placed by or on behalf of the bidder, shall state that such bidder is an Equal Opportunity Employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The bidder shall include the provisions of the foregoing paragraphs A, B, and C, above, in every subcontract or purchase order so that the provisions will be binding upon each bidder.
- E. The bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
- F. Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the bidder or personnel furnished by the bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the bidder or any employee or agents of the bidder or personnel furnished by the bidder, without the prior written consent of the School Board.
- G. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to insure 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 Bidder's employees.
- H. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.
- I. It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
- J. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.
- K. All District facilities are smoke free. Smoking on District grounds is prohibited.
- L. It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School District Representative(s) of all new employees promptly at time of employment.
- M. The Bidder shall require employees to be dressed in their appropriate work attire when reporting for duty.

- N. The Bidder shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
- O. The Bidder shall require their employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
- P. The School District's Representative(s) will determine how the Bidder will receive access to the facility.
- Q. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
- R. When requested, the Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.
- S. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The successful Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
- T. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Bidders (Employers) are required to report such convictions to the school board within ten (10) workdays of receiving this information.
- U. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
- V. The Bidder shall strictly prohibit interaction between their employees and the student(s).
- W. Bidder's employees may not solicit, distribute or sell products while on School District property.

- X. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.
- Y. The Bidder shall adhere to all of the District's security standards.

2.36 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

A. LEVEL 2 BACKGROUND SCREENING

In pursuant to Florida Statutes 1012.465, as modified, 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 District will notify the awarded vendor the names of those employee(s) that will be allowed to work on School District property. The School District reserves the right to check, at random, any person hired by the awarded vendor working on School District 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.

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 District is being charged \$61.00/set of fingerprinting.

The School District of Osceola County is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School District they only need to register with our District. To do so, they must bring to the School District's Human Resources Department the following items:

1. Two (2) separate forms of identification.
 - a. One must be a State issued "photo" ID
 - b. Social Security Number

B. FELONY OFFENCES

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

2.37 CLAIM NOTICE

The bidder shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The bidder agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all bidder operations at the School Board project site.

2.38 BANKRUPTCY / INSOLVENCY

At the time of bid submittal, 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 District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.39 CONTRACT/BIDDER RELATIONSHIP

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded bidder shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent bidder the awarded bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-bidder's wages or salaries. Benefits for same shall be the responsibility of the bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent bidder shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent bidder shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

2.40 NEW MATERIAL

Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to the School District under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the School Board's interest, the bidder shall so notify the School District Buyer in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the School District if the Buyer authorizes the Bidding of used or reconditioned goods, materials, supplies, or components.

2.41 DAMAGES

Due to the nature of the services to be provided and the potential impact to the School District for loss of *use of School District Facilities*, the bidder cannot disclaim consequential or inconsequential damages related to the performance of this contract. The bidder shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

2.42 CONFLICT OF INTEREST FORM

All bidders shall complete and have notarized the attached disclosure form of any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interest associated with this project.

2.43 RESOLUTION OF BID PROTESTS

The School Board Rule 7.70.V shall be followed as outlined below for the resolution of any bid protests:

- A. The School Board shall follow the procedure specified in Florida Statutes, Section 120.57(3) and as the same may be amended from time to time for the resolution of bid protests.

- B. The Purchasing Department shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting.

The notice shall contain the following statement:

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

- C. Any person who is adversely affected by the intended award of a solicitation or contract by the School Board or the recommendation of the Director of Purchasing or other responsible employee of the School Board shall file with the Director of Purchasing as agent for the School Board a notice of protest in writing within 72 hours after the electronic posting of the award or intended decision, and shall file a formal written protest within ten (10) days after the date he or she has filed the notice of protest. With respect to a protest of the specifications contained in a solicitation, the notice of protest shall be filed in writing within 72 hours after the electronic posting of the solicitation, and the formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. All formal written protests must be filed with a bond payable to the School District equal to 1% of the estimated contract amount (Florida Statute 287.042(2)(c)). Failure to file a notice of protest or failure to file a formal written protest and bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The School Board may, in its discretion, waive any procedural irregularity or defect in procedures so long as any opposing party is not materially prejudiced by such waiver. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. The notice of protest and formal written protest shall be filed in the Purchasing Department between the hours of 8:00 a.m. and 4:30 p.m. upon any day the office is open for business.

The provisions specified herein constitute the exclusive remedy for any adversely affected party with respect to a bid protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- D. Upon receipt of the formal written protest which has been timely filed, the Purchasing Director shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final agency action, unless the School Board, by duly enacted resolution sets forth in writing the particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

The School Board finds that a substantial interest in the public welfare is the timely award of contracts when required as a condition of receiving grants or funds from outside sources which will be in addition to the regular school budget.

- E. The Purchasing Director shall schedule a meeting to provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest and bond.
- F. If the Purchasing Director cannot resolve the protest by mutual agreement within the seven (7) day period referred to in Paragraph V.E above, the School Board shall conduct an informal administrative hearing, under Section 120.57(2), Florida Statutes, acting as the agency head, where there are no disputed issues of material fact. The informal hearing shall be held with notice of no less than 72 hours, excluding Saturdays, Sundays,

and legal holidays within thirty (30) days of receipt of the formal written protest and bond, unless the parties, with the consent of the School Board, agree to extend the time for the hearing. The School Board shall have the right to schedule the hearing subject to these provisions.

2.44 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the School District to provide the product and/or services set forth herein.

Contract Administrator: The School District's Director of Purchasing and Warehouse or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Warehouse and/or the School Board Chair.

Contract: The document resulting from this solicitation between the School District and the Bidder, including this bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor's Project Manager: The Project Manager has responsibility for administering this contract for the successful Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Warehouse for the School District.

Exceptions to Bid: An exception is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

School Board: The word School Board refers to the elected officials of the School Board of Osceola County, Florida.

School Board's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the School District and will be designated prior to award of the resulting Purchase Order.

School District: The word School District refers to the entity, The School District of Osceola County, Florida.

Add any definitions not contained in this document that may be specific to your project.

3. SUBMITTAL REQUIREMENTS (Submit in the following order)

- A. Completed Invitation To Bid cover page.
- B. Completed Bid Submittal Form (use attached form).
- C. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**

- D. Completed Attachment A- Custodial Services Questionnaire.
- E. Completed Attachment B- List of Equipment that will be used.
- F. Completed Attachment C- List of cleaning products/chemicals that will be used.
- G. Drug free workplace Certification
- H. Debarment Certification
- I. Emergency/Storm related catastrophe-Contractor agreement form
- J. Conflict of Interest- All bidders shall properly complete, have notarized and attach with their Bid Submittal the attached notarized disclosure statement of any potential conflict of interest that the bidder may have due to ownership, other clients, contracts or interests associated with this project.
- K. Those firms located within the Osceola County, Florida, must include a copy of their County Business Tax Receipt (formerly known as an occupational license). **If a bidder is located within Osceola County, failure to have or obtain an Osceola County Business Tax Receipt prior to the bid closing date and time shall automatically render a bidder non-responsive.** Note: Charitable organizations that qualify under Florida Statute No. 205.192 are exempt from this requirement.
- L. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and School Board contact person.** Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with their submittal. Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.
- M. Hold Harmless Agreement
- N. Confidential materials – any materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials shall be submitted in this section.
- O. All bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.
- P. All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contract value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.
- Q. The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.
- R. 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 contracts of similar nature, or who is not in a position to perform properly this award. 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.

BID SUBMITTAL FORM

TO: The School District of Osceola County, Florida
Purchasing Department, Building 2000
817 Bill Beck Blvd.
Kissimmee, Florida 34744-4495

The undersigned hereby declare that [firm name] _____
_____ has carefully examined the specifications to furnish:

Custodial Services for Denn John Middle School

for which Bid Submittals were advertised to be received **no later than 2:00 p.m., local time, on Tuesday, December 16, 2008**, and further declare that will furnish the Custodial Services according to specifications.

1. Cost for Custodial Services:
 - A. Main Campus
\$ _____ per month \$ _____ per year
 - B. Existing Portables
\$ _____ per portable
Totals for six (6) Existing portables
\$ _____ per month \$ _____ per year
 - C. Per square foot \$ _____
 - D. Total for Campus (Main campus and six (6) Existing Portables)
\$ _____ per month \$ _____ per year
2. Cost per portable for any additional portables that may be added in the future per
\$ _____ per month \$ _____ per year
3. Cost per hour for any additional work requested that is not already covered under this bid
\$ _____
4. What percentage of the pricing above is contributed directly to the total compensation for personnel? _____% (i.e. not fuel, supplies or equipment) *This percentage shall be later used for the Wage Price Redetermination, see paragraph 2.20 for details.

The School District of Osceola County reserves the right to add or delete square footage, or to change frequency of services. The School District reserves the right to negotiate any services not known at this time. Any Bidders wishing to provide additional options may attach a list of options and associated pricing.

F.O.B. Destination

Have you supplied all the Submittal Requirements outlined below?

- Invitation To Bid cover page
- Completed Bid Submittal form
- Any addenda pertaining to this ITB
- Completed Attachment A- Custodial Services Questionnaire
- Completed Attachment B- List of Equipment that will be used
- Completed Attachment C- List of Cleaning products/Chemicals that will be used
- Drug Free Certification
- Debarment Certification

- Emergency/Storm related catastrophe-Contractor agreement form
- Conflict of Interest form
- Licenses / Occupational
- Proof of Insurance
- Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- Did you include a CD, as required in the section entitled **Bid Submittal Form?**
- Everything in accordance with Section 2.10, *Definition of Responsive and Responsible*

Prompt Payment Terms: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES NO

If yes, does you firm offer a discount? _____ %

Do you accept Purchase/Payment by Visa card? YES NO

The School Board reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Invitation To Bid No. SDOC 09-B-049 KR, "**Custodial Services for Denn John Middle School**", and that I, as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Company _____

Per _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

Dunn & Bradstreet # _____ Fed. I.D. # _____

Attachment 'A'

Custodial Services Questionnaire

The following questionnaire shall be completed by the bidder for use in evaluating the bid to determine the lowest "responsive" and "responsible" bidder.

1. Experience and Past Performance

Years in business under the present name: _____ (provide documentation)
Years performing work specialty: _____
Value of work now under contract: _____
Value of work in place last year: _____
Average annual value of work complete (last 3 years): _____
Trades usually self-performed: _____
Percentage of work performed by own forces: _____
Licenses currently valid in force: _____

List four (4) most significant commercial projects completed in the last five (5) years with similar scope:

Project #1

Project Name: _____
Address: _____
City, State, Zip: _____
General Description of Services Provided: _____
Contracting Agency: _____
Contact: _____ Phone: _____
Contract Amount: _____ Square Footage Cleaning: _____
Contract Period: Start Date: _____ Completion Date: _____
Number of Labor Hours provided per week: _____ hours

Project #2

Project Name: _____
Address: _____
City, State, Zip: _____
General Description of Services Provided: _____
Contracting Agency: _____
Contact: _____ Phone: _____
Contract Amount: _____ Square Footage Cleaning: _____
Contract Period: Start Date: _____ Completion Date: _____
Number of Labor Hours provided per week: _____ hours

Project #3

Project Name: _____
Address: _____
City, State, Zip: _____
General Description of Services Provided: _____
Contracting Agency: _____
Contact: _____ Phone: _____
Contract Amount: _____ Square Footage Cleaning: _____
Contract Period: Start Date: _____ Completion Date: _____
Number of Labor Hours provided per week: _____ hours

Project #4

Project Name: _____
Address: _____
City, State, Zip: _____

General Description of Services Provided: _____
Contracting Agency: _____
Contact: _____ Phone: _____
Contract Amount: _____ Square Footage Cleaning: _____
Contract Period: Start Date: _____ Completion Date: _____
Number of Labor Hours provided per week: _____ hours

2. Safety and Environmental Responsibility

Do you have a training program for
a. New employees Yes No If yes, how many hours of training _____
b. Existing Employees Yes No
c. On-going for new techniques Yes No
Have you had any OSHA fines within the last three (3) years? Yes No
Have you had job site fatalities with the last five (5) years? Yes No
If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

3. Vendor/Staffing

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? It is expected that the square footage of the facility you are bidding on is taken into account when you are preparing your bid, to be able to provide sufficient personnel, as specified herein. Note: The number of personnel assigned to this project will be part of the criteria used for evaluating the responsiveness of your response.

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

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

Does your company provide coverage for absent employees: Yes No

If yes, explain how: _____

Will any subcontractor(s) be used to execute this contract: Yes No

If yes, explain what portions of the contract will be subcontracted out and a profile of general information, background information and relevant experience shall be provided for each subcontractor.

What is the total number of permanent staff employed by you company? _____

Total number of permanent staff employed includes the following:

Management: _____ Hard floor/Carpet technicians: _____
Supervisors: _____ Clerical (office): _____
Custodians: _____ Other: _____

Who will be your assisted on site 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: _____ years.

Description: _____

Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had adjudication 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.

Attachment 'B'
Equipment List

Item No.	Description of Equipment /Quantity	Manufacturer	Model Number	Age of Equipment
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

Do you own the above equipment? Yes _____ No _____

If no, Please explain _____

Attachment 'C'
Cleaning Products and Chemicals List

Item No.	Description	Manufacturer	Product Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			

Note: Attach MSDS for each applicable product

Attachment 'D'
School District of Osceola County, FL
Custodial Services Monthly Compliance Inspection Form

School: Denn John Middle School Bid # SDOC 09-B-049 KR

Vendor Name: _____ Month of service: _____

Prepared By: _____ Date prepared: _____

Have there been any deficiencies found in the routine inspections during the month: Yes No
If yes provide a detailed description of each occurrence (if necessary, provide a separate sheet): _____

Was the deficiencies responded to within the required time limit: Yes No

Have there been any minor problems during the month: Yes No
If yes provide a detailed description of each occurrence (if necessary, provide a separate sheet): _____

Was the problem responded to within the required time limit: Yes No

Have there been any major problems during the month: Yes No
If yes provide a detailed description of each occurrence (if necessary, provide a separate sheet): _____

Was the problem responded to within the required time limit: Yes No

Have there been any occurrences of Non-Performance during the month: Yes No
If yes provide a detailed description of each occurrence (if necessary, provide a separate sheet): _____

Was the Non-Performance responded to within the required time limit: Yes No

Was the overall performance rating for the month: Unsatisfactory or Satisfactory

Recommended Deductions for this period: Yes No

If yes, which deductions shall be applied (refer to the Bid, Section 1.03, paragraph F, Procedures for Inspections and Deductions for the appropriate deductions):

- One (1) days cost of custodial services for the Entire Campus
- Five percent (5%) of the monthly cost for custodial services for the Entire Campus
- Ten percent (10%) of the monthly cost for custodial services for the Entire Campus
- One hundred percent (100%) of the monthly cost for custodial services for the Entire Campus

Additional Comments: _____

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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

**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 attached an explanation to this proposal.

<hr/> <p>Organization Name</p>	<p><u>SDOC 09-B-049 KR</u> <u>Custodial Services for Denn John Middle School</u> <u>Bid Name & Number</u></p>
<hr/> <p>Names and Titles of Authorized Representative(s)</p>	
<hr/> <p>Signature(s)</p>	<hr/> <p>Date</p>

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.

EMERGENCY / STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation To Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Osceola County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School District of Osceola County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Osceola County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, (*printed name*) _____, am the (*Title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires _____

(Seal)

HOLD HARMLESS AGREEMENT

**Return this page ONLY if claiming exemption from the
Worker's Compensation Insurance Requirement**

I _____ am the owner of _____, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs fewer than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with the School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of School Board or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the School Board in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD under Section 768.28, Florida Statutes.

Signature

Printed Name

Firm Name

Date

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

(Seal)Commission Expires _____



**NON-DISCLOSURE AGREEMENT
For
CONFIDENTIAL MATERIALS**

Reference # _____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION*, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School District of Osceola County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School District of Osceola County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School District of Osceola County for the purpose of responding to a request for proposal or otherwise conducting business with the School District; and

WHEREAS, the School District desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School District and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School District that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School District for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School District agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the School District, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School District, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School District acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

- (a) Information already known or independently developed by the School District;
- (b) Information in the public domain through no wrongful act of the School District;
- (c) Information received by the School District from a third party who was legally free to disclose it;
- (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Respondent. In the event that the School District discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School District's prior written consent. Further, upon conclusion of discussions or business transactions between the School District and the Respondent, or at any time upon request of the School District, Respondent agrees to return such information (including any copies) to the School District.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual

knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School District's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School District may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes. Respondent further understands that the School District may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School District to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School District in defending the denial of the records request, and shall hold the School District harmless from any claim for statutory costs and attorneys fees arising from the School District's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School District beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School District be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School District, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving

notice, and the School District designates the following address for such notice:

The School District of Osceola County, Florida
Director of Purchasing and Warehouse
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the School District hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The School District of Osceola County, Florida

Respondent

BY: _____

BY: _____

NAME: Dr. Michael A. Grego

NAME: _____

TITLE: Superintendent

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A
DESCRIPTION OF CONFIDENTIAL MATERIALS

**Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements
And Disqualification Provision**

- A. Pursuant to Florida Statutory requirements, potential Respondents are notified:
- 287.133(2)(a)* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 287.133(2)(b)* A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.
- 287.134(2)(a)* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 287.134(2)(b)* A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.
- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).
- C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

STATEMENT OF NO BID

The School District of Osceola County, Florida
Purchasing Department
817 Bill Beck Boulevard, Building 2000
Kissimmee, Florida 34744-4495

Attn: Kristy L. Rumping, Buyer 1

Bid Title: Custodial Services for Denn John Middle School

We, the undersigned, have decided not to bid 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 returned by the bid due date, our name may be deleted from the School District of Osceola County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____