

**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP)

POSTING DATE:

JANUARY 10, 2017

PURCHASING CONTACT:

JOHN DOMBROSKIE, DIRECTOR OF PURCHASING

Phone: 850.469.6120

Email: jdombroskie@escambia.k12.fl.us

RFP TITLE:

CUSTODIAL SERVICES

RFP NUMBER:

171201

RFP OPENING DATE & TIME:

FEBRUARY 21, 2017, 2:00 PM CENTRAL TIME

NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. Proposals will only be accepted from the firm who will actually perform the services requested in this solicitation. Proposals from franchisors on behalf of a franchisee will not be accepted. All Proposals must be signed in the appropriate places by an authorized representative of the entity who will actually perform the services requested in this solicitation. All Proposals must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed Proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. Proposals may not be withdrawn for a period of ninety (90) days after the opening date unless otherwise specified.

I. INTRODUCTION & GENERAL INFORMATION

- A. **PURPOSE:** The purpose and intent of this Request for Proposals (“RFP”) is to solicit sealed Proposals from qualified sources to establish an Agreement through negotiations for Custodial Management Services. An agreement will then be entered for the Custodial Services Management Firm (“Contractor”) to provide complete Custodial Management and Operations in awarded facilities for the Escambia County School District (the “District”).
- B. **GENERAL INFORMATION ABOUT DISTRICT SCHOOLS:** 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 the District’s school officials. The Board consists of five (5) elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, 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. Additionally, the District is held to adhering to the provisions outlined in the Jessica Lunsford Act. Responders should be aware that potential labor challenges may exist as a result of the District’s adherence to this State mandate (see Sections III and XVI of the RFP).

The District is coterminous with Escambia County, which covers 876 square miles. The FY15-16 budget for the District totaled roughly \$549 million, including an operating budget of roughly \$354 million and a capital budget of roughly \$126 million. The District operates fifty-six (56) facilities, including administrative areas, elementary schools, middle schools, high schools and specialized schools. Charter Schools in Escambia County will NOT be a part of the Agreement resulting from this RFP.

As one of the largest school districts in the nation, the District serves approximately forty thousand one hundred (40,100) students (the student population changes annually). It is one of the largest employers in Escambia County with approximately five thousand two hundred (5,200) permanent employees at thirty-one (31) elementary schools, nine (9) middle schools, seven (7) high schools, and (9) exceptional student centers, alternative schools, and administrative facilities. At this point in time, only the twelve (12) schools listed in “Initial Sites to be Cleaned by Contractor Personnel” - Attachment A will be cleaned by contractor personnel. All other sites will be cleaned in-house but may in the future be turned over for contracted services.

The administration of this Agreement is a function of the District’s Operations Division delegated to the Maintenance Services Department. All post-award communications shall be directed to Manager, Custodial Services. For more information about the District, please visit <http://ecsd-fl.schoolloop.com/> on the internet.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Only proposals from Responders who will actually perform the services requested in this RFP will be accepted. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- E. **TERMS OF PAYMENT/INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion.

If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on

leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- N. **PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **REMEDIES:** Upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the

products and services delivered under this agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.

- T. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Responder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received include: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; and (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven (7) workdays prior to the opening date of the proposals. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision.

An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five (5) workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. RFP tabulations, recommendations or notices will not be automatically mailed. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State 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 State Statutes and School Board Rules.
- X. CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. EMPLOYEE SCREENINGS:** If services are to be provided when District students are present, or the Responder will have access to District funds, or the Responder will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Responder and all of its employees who provide services under this Agreement have completed the background screening required by

the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Responder providing any services on campus while students are present. The Responder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. Responder will provide the schools and the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Responder will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the Agreement entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. Responder agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- B. HARASSMENT/DISCRIMINATION:** Contractors doing business with the District are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- C. EQUAL OPPORTUNITY:** Responders affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
- D. THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this agreement. The Responder's relationship to the District under this agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.
- As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.
- E. COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

F. **GOVERNING LAWS:** This agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

G. **EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this agreement until the expiration of five (5) years after final payment under this agreement or such longer period as required by law.

H. **FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE:** Pursuant to Section 119.0701, Florida Statutes, any contract entered into pursuant to this RFP will require the successful Responder to comply with all public records laws, including the obligations to:

1. Keep and maintain public records required by the District to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the District. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the District's request for records, District shall enforce the provisions in accordance with the contract.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to District.
4. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all

public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL DISTRICT OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850) 469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the District within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

- I. **COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or agency has been employed or retained to solicit or secure a contract pursuant to this RFP upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the District shall have the right to annul the contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

For purposes of this Section:

1. Bona fide agency means an established commercial or selling agency, maintained by a Responder for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
2. Bona fide employee means a person, employed by a Responder and subject to the Responder's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
3. Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
4. Improper influence, as used in this clause, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

J. MISCELLANEOUS:

1. The District will not be liable for any cost incurred in the preparation of proposals.
2. The submission of a proposal shall be prima facie evidence that the Responder has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
3. The Responder shall furnish the District such additional information as the District may reasonably require.
4. The District will not be liable for any costs not included in the proposal and subsequent contracted-for-costs.
5. The District reserves the right to reject any and all proposals, and the right, in its sole discretion, to accept the proposal it considers most favorable to the District's interests. The District further reserves the right to reject all proposals and to seek new proposals when such a procedure is reasonable in the best interest of the District.
6. The District reserves the right to waive any of the conditions or criteria set forth in this Request for Proposal.
7. The Agreement cannot be assigned to a sub-contractor without the prior written approval of the School Board of Escambia County.

IV. SCOPE OF WORK/SERVICES

A. DISTRICT OBJECTIVES: The successful Contractor shall furnish all necessary management and resources (including but not limited to personnel, training programs, support, equipment, materials, program, and supplies) to implement a program to maintain and improve the overall appearance, cleanliness and sanitation (the "Services") of selected District facilities listed in "Initial Sites to be Cleaned by Contractor Personnel" - Attachment A. The successful Contractor will be responsible for the management and operation of a comprehensive custodial services program which fulfills the objectives of the District. All Services shall be fully, timely, and continuously performed by the Contractor in a manner in accordance with the District Objectives set forth in this RFP. Primary objectives are as follows:

To establish and maintain a clean and safe environment for District employees and students through the development of a stringent cleanliness/sanitation program.

To develop a comprehensive quality assurance program. This includes but is not limited to providing a viable method of accurately determining the level of customer satisfaction, to routinely and continuously gather customer input on service quality as well as remedial steps to be taken, as necessary. The information gathered will be provided to the District on a quarterly basis or as requested.

To establish and conduct management and operational staff training and motivational programs that will ensure appropriate staff development, proper supervision, consistent quality control and the exercise of appropriate safety procedures for the Contractor's

custodial employees.

To develop and maintain model management/operations staffing patterns at District facilities, based upon their individual needs, which will assure appropriate levels of staffing, quality service and retention of qualified employees. See Section XIII E of this RFP.

To maintain a stable work force and provide qualified substitutions for absences.

To establish and conduct policy reviews and training regarding the District's civil rights policies and procedures as they pertain to harassment, sexual harassment and discrimination.

B. PROGRAM OVERVIEW: The District is currently divided into 5 Cleaning Zones. Zone Three ("Initial Sites to be Cleaned by Contractor Personnel" - Attachment A) is presently contracted to American Facility Services, Inc.; the other four Zones are serviced in-house. The current contractual program encompasses all aspects of custodial services operations for all schools within Zone Three. The Contractor is responsible for a turn-key operation in the provision of custodial services for that zone, as well as personnel training and program management/administration. As attrition of District custodians occur in other Cleaning Zones the District may consolidate the vacant positions, effectively creating a site where no District custodians are assigned. This site may then be turned over for contracted cleaning. It is understood and agreed that it is the responsibility of the Contractor to determine whether all District vacated positions are necessary to be refilled in order to maintain a satisfactory level of performance. Notwithstanding the Contractor's level of staffing, Contractor remains obligated to perform the Services without degradation in accordance with the Agreement. The Contractor agrees and represents to the District that it has or shall secure all new personnel required in performing the Services. This attrition adjustment will increase the original Agreement price by the additional square footage multiplied by the current square foot rate. If the Agreement price may need to be further adjusted annually to show a new square footage price due to economic conditions; then the new square footage price will be adjusted by CPI calculation set forth later in this Section.

1. Staffing Levels:

The Contractor shall determine the number of Full Time Equivalent (FTE) Employees necessary for the Contractor to perform the Services according to the provisions of this RFP per site (it being understood that the Contractor remains accountable at all times for meeting the standards and delivering the level of service required by the Agreement). The District's current staffing level is based on 18,500 sq. ft. of space cleaned per custodian. FTE Day-Custodians are defined as custodians working at each facility location during regular working hours, and who are responsible for opening and closing the facility, providing trash removal, restroom cleaning/refreshment, and performing cafeteria-related custodial functions, in addition to those day-time duties assigned by the Contractor). Each facility is to have a minimum of one (1) day custodian, whose schedule must include at least four (4) hours of unscheduled time for principal discretion and projects. FTE Night-Custodians are defined as custodians working at least a portion of their time at each facility location after regular working hours. A FTE of 1.0 means that the person is equivalent to a full-time worker, which is one (1) person working an eight (8) hour shift per day. The minimum number of Custodians set forth in the awarded Contractor's proposal shall be maintained at each facility. The District reserves the right to require the Contractor to terminate any employee found unacceptable as a school based employee.

The Contractor represents and warrants that its performance of the Services shall be

rendered with promptness and diligence and shall be executed in a workman-like manner, in accordance with the practices and high professional standards used in a well-managed operation performing services similar to the Services. The Contractor represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the Services and the Contractor represents and warrants it will perform the Services in an efficient and cost-effective manner.

The Contractor will maintain timesheets for each employee at each school site and be made available for District review/audit when requested. These timesheets may also be made available via a District accessible secure website.

Reduction of the Contractor's overall staffing will be approved at the sole discretion of the District; however, also see Section XIII E of this RFP concerning schedule of deductions pertaining to unapproved insufficient staffing levels.

2. **Cleaning Supplies/Equipment and Standards:**

The Contractor is responsible to provide all required cleaning supplies, materials, utensils and equipment to efficiently and effectively perform custodial services for the District. The District will dictate cleaners which must be provided and used (see "Mandatory Cleaning Supplies and Walk Off Mats" - Attachment B). If additional, specialized cleaners are needed they must be approved by the District prior to usage. Paper towels, toilet paper and liquid hand soap used must also be the brand/product listed in Attachment B and must be purchased from the District's current supplier(s). All other supplies such as trash can liners, mops, brooms, light bulbs, walk off mats (for all entrances inside and outside to initially be replaced no later than three (3) weeks after Agreement commencement and as required thereafter see Attachment B), etc. are to be supplied by the contractor with District approval. (Note: Contractor shall be responsible for the proper disposal of all "burnt out" light bulbs per local, state and federal regulations.) All equipment initially provided by the Contractor will be new and in sufficient quantity and quality to perform the Services. If, after award, additional sites are added to be cleaned the Contractor may purchase the District's equipment currently assigned to that site or may purchase all new equipment. The District is responsible for the payment for these custodial services. The Contractor is responsible to maintain the premises, equipment and facilities to a level acceptable to the District. The Contractor is responsible to adhere to the sanitation standards established by appropriate federal and/or state agencies, the Escambia County Health Department and the District.

3. **Ownership of Equipment and Consumable Supplies:**

The Contractor shall purchase and retain ownership of all Contractor purchased equipment used for the purpose of providing the Services. Disposition or acquisition of equipment by the Contractor shall first be approved by the District. The Contractor is responsible for providing and maintaining the necessary equipment required to efficiently and cost-effectively perform the Services. Contractor should supply the District with an inventory list of equipment to be used in the District's facilities at the Executive Joint Review (see Paragraph IV, B, 6, m) meeting and/or at the request of the District. The District reserves the right to request additional equipment purchase with consideration of Services performance. Upon termination or expiration of the Agreement, the Contractor shall remove all its owned and unused inventory of cleaning chemicals and supplies. When the Agreement expires or is terminated the District will have first right of refusal to purchase the Contractor's equipment. The value of the equipment shall be its purchase price less twenty percent (20%) depreciation for each full year of the Agreement.

The Contractor shall purchase and retain ownership of all consumable cleaning supplies, walk off mats, light bulbs, etc. used for the purpose of performing the Services.

4. District Provisions:

The District provides limited office space for administrative and clerical staff of the Contractor. The District also provides certain operating utilities (water and electric but no telephone service) at no cost to the Contractor. Additional required space will be at the sole expense of the Contractor.

NOTE: The Contractor may alter existing allocated space to accommodate their needs, so long as current building codes are observed and no liens are placed on District property. Any such alteration shall be at the sole expense of the Contractor and must be approved by the District beforehand.

The District is not responsible for providing a training facility.

5. Agreement Term:

The District shall select a Contractor to provide complete management/operations services for five (5) years commencing June 1, 2017 (subject, however, to availability of lawfully appropriated funds for each District fiscal year and School Board approval). The Agreement may, with School Board approval, thereafter be renewed for five (5) more additional one (1) year periods, unless the District provides notice (in the District's sole discretion) to not renew the Agreement. Note: the District's written notice of non-renewal shall be delivered not less than ninety (90) days prior to the Agreement anniversary date.

An "Agreement Year" is defined as June 1 through May 31.

6. Scope of Services: These functions represent the minimum level of service to be provided (the "Services"). The Contractor is encouraged to perform above these standards.

a. Operation/Management - The Contractor selected as a result of this RFP shall provide complete operation and management of all custodial services in facilities for the District identified herein. The operation and management shall include, but not be limited to, the following:

i. The Contractor shall adhere to the List of Minimum Required Standards, Attachment D, as stated by APPA, (formerly known as Association of Physical Plant Administrators). Website location is: <http://www.appa.org/index.cfm>

ii. The Contractor is required to provide an annual cleanup of facilities during the summer recess. Summer clean up shall begin immediately after the last day of school, and be completed within one (1) week before the opening of school, except for those schools that have unique circumstances (e.g., summer programs, renovations, painting, flooring, asbestos removal, etc.). Those schools with unique circumstances are to be completed at least three (3) days prior to the designated teacher reporting day for the new school year. A winter break clean up shall be required, which will include at a minimum scrubbing, stripping and recoating of all hard surface floors including classrooms, shampooing carpets, to the extent possible within this timeframe, restroom sanitation, floor scrubbing, and dusting; it

being understood that the District expects a fresh, clean appearance to all facilities following winter break. The Contractor will be provided with a District School Year calendar once approved.

- iii. The Contractor will be required to assume custodial duties for daily cleaning of schools which have summer school classes, and facilities which have summer operations.
- iv. Provision of and training for custodial services personnel to include cleaning methods, leadership development activities and OSHA teaching (i.e. linoleum floor maintenance);
- v. Selection and procurement of cleaning products and custodial equipment and utensils;
- vi. Scheduling of services, evaluating the performance of the custodial staff, and on-site inspections, to meet the needs of the District;
- vii. Transportation, as required;
- viii. Public relations/marketing/program planning;
- ix. Analysis and reporting of continuing operations to include a quality assurance quality control program;
- x. Establishment and maintenance of a supplies and equipment management system;
- xi. To anticipate purchases, schedule purchasing/shipping activities, maintain adequate stocks and generate current/historical reports of existing/ordered/backordered supplies and equipment;
- xii. Provision of adequate and qualified supervisory personnel for effective and efficient management of District Objectives (see Section IV A of this RFP).

Note: In addition to the provisions of this Section of this RFP regarding hiring, the Contractor agrees that it will remove (within a mutually agreed upon period of time) from assignment under the Agreement any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

Note: The parties agree to reasonably and mutually cooperate as to the method and form of performance evaluations of Contractor employees.

- b. Financial/Reports Management – The selected Contractor will be responsible for any local, state or federal required financial and/or, statistical, or management reports. Any records generated or maintained by the Contractor in association with the Agreement resulting from this RFP will be considered public records in accordance with Chapter 119, Florida Statutes. Financial management and report generation shall include, but not be limited to the following:

- i. Annual budget development;
 - ii. Current Contractor and District employee salary/benefits calculation (including all payroll information) and reporting broken down by facility;
 - iii. Income and expense reporting;
 - iv. Retention of records in accordance with State of Florida records retention requirements and federal records retention requirements (whichever period is longer);
- c. Quality Control and Assurance – The Responders shall develop and submit with the proposal a quality control and assurance plan which demonstrates how the Responders will maintain and ensure quality, performance, and value. The Responders shall also submit a plan for correcting deficiencies found by the District. The District reserves the right of approval for all products and procedures proposed to be used.
 - d. Transportation and Communication – The Contractor shall be solely responsible for the provision, operation and maintenance of all necessary transportation and communications equipment (except as stated in Section IV B 4 of this RFP) required for use in association with the Agreement. The Contractor shall provide cellular phones (or their functional equivalent) and service for all management and administrative personnel at its expense. A listing of all names and numbers shall be provided to designated District staff. The list shall be updated as necessary. All telephone numbers are to be local to the Pensacola area.
 - e. Uniforms and Shoes – The Contractor shall provide at no cost to all contract employees a uniform and safety shoe program. The successful Contractor shall be responsible for the operation and management of these programs. Contractor shall purchase (or lease), manage and monitor the distribution of uniforms and slip resistant shoes to all custodial employees, as modified by the following. First, Contractor and District shall establish a replacement policy reasonably and mutually agreed to by the parties. Second, Contractor shall establish the means by which uniforms and slip resistant shoes are distributed to employees (whether during or upon the conclusion of any probation period of the employee); however, notwithstanding the foregoing, the Contractor shall indemnify, hold harmless and defend the District at Contractor's sole expense from any claim arising from the Contractor's failure to distribute uniforms, safety shoes, or any other safety equipment or apparel to the employees (whether on the first day of the employee's employment or thereafter).
 - f. Other Services and Options: The District may choose to negotiate with the Contractor for Integrated Pest Management, Grounds Maintenance, or other services as may be requested.
 - g. Monthly Billing: The Contractor shall assure that all monthly invoices for all services performed are accurately and completely compiled prior to submission for approval and remittance. Invoices shall be listed in numerical order according to school and site numbers. The District will make payments in one of two methods - either check or credit card. Upon award, the Contractor shall submit on the twenty-fifth (25th) day (or the next business day thereafter) of each month to the District an invoice for the Monthly Fee as set forth herein covering the period of the current month, which invoice shall be in form and content and shall contain such detail as mutually agreed upon by the parties. Payment of all such invoices by the District to

the Contractor shall be due in accordance with the requirements of the Florida Prompt Payment Act set forth in Part VII, Chapter 218, Florida Statutes, as amended (the "Act"). The Contractor agrees to provide the District written notice of non-payment after the "due date" specified in the Act and thereafter allow the District ten (10) calendar days to cure such non-payment. If the District fails to provide payment to Contractor after receipt of the Contractor's ten (10) calendar day notice, such failure shall be an event of default and the Contractor may then terminate the Agreement upon written notice to the District and pursue any and all remedies available to it.

- h. Partnering Session: Within the first two (2) weeks of award of the Agreement, District and Contractor Representatives will meet for a four (4) hour session to develop the management and communication template for operating as one (1) team. This will include setting schedules for required meeting, reviews, and performance evaluations as contained in other clauses within the Agreement.
- i. Performance and Staffing Meetings: The scope and frequency of these meetings will be determined at the Partnering Session identified above. These meetings will focus on start-up operations, performance, overall staffing, and other items deemed to be appropriate. This may also be known as the Executive Joint Review described in subsection M below.
- j. Implied Services: If any services, functions or responsibilities not specifically described in this RFP are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. The Contractor shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.
- k. Additional Services/Additional facilities: The Agreement to be awarded under this RFP is not a grant of exclusive services to the Contractor. Therefore, with respect to any Services not specifically provided in this RFP ("Additional Services"), the District reserves the right to engage third parties to provide these Additional Services. However, the Contractor may agree to provide these Additional Services at a fair and negotiated price upon the District's request, whereby the District and the Contractor would subsequently execute and deliver a separate agreement for such Additional Services. Notwithstanding anything to the contrary herein, with respect to new facilities opened during the term of the Agreement, the District reserves the right (at the District's election and in its sole discretion) to either add such new facility to the Agreement at the then-current price per square foot, or to not add these new facilities to the Agreement.
- l. Reports: Representatives of the District and the Contractor will meet on a regular basis to review the Contractor's performance of the Services and generally to review the results of operations under the Agreement. The District and the Contractor will agree upon the formats for desired reports, and the Contractor will provide the reports at a frequency and in a format mutually agreed upon by the parties.
- m. Executive Joint Review: The Contractor and the District agree to meet quarterly (or at such frequency that the District determines) at a time and place to be determined (the "Executive Joint Review").
- n. Exclusion from Services: The Contractor responsibilities are limited to the scope

and substance of the Services, and does not include investigating, detecting, handling, encapsulating, removing, monitoring, remediating, or disposing (beyond the bounds of routine maintenance and upkeep), asbestos, lead, fuel storage tanks or contents, or hazardous, toxic, or other waste substances regulated by applicable federal, state, or local law pollutants, or contaminants (collectively, the "Hazardous Substances") at the District's facilities; and such duties have not been included in the definition of Services. Notwithstanding the foregoing, the Contractor will promptly report to the District any Hazardous Substances of which it becomes aware or has knowledge. The Contractor will not in the course of performing the Services cause or permit Hazardous Substances to be used, transported, stored, released, produced, or installed in, on or from the facilities. In no case will any Contractor employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the District.

V. PREPARATION AND SUBMISSION REQUIREMENTS Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

A. There will be a MANDATORY Pre-proposal Conference held at the District's J.E. Hall Center Administration Complex, 30 E. Texar, Pensacola, Florida on Tuesday, January 24, 2017 at 9:30 a.m. CST in the Maintenance Department's Conference Room. The purpose of the Conference is to review the Request for Proposal (RFP) documents, provide additional financial/statistical information for potential Responders, answer any questions regarding the RFP and address any areas of concern in order to provide an equal opportunity for participation to all Responders.

Proposals will only be accepted from Contractors represented at this **MANDATORY** Pre-proposal Conference.

NOTE: Potential Responders are directed to bring any comments, questions or items for clarification to the pre-proposal conference. Comments, questions or items for clarification will **NOT** be addressed prior to this Conference.

B. All proposals must be received no later than 2:00 p.m. CST, on February 21, 2017. If a proposal is transmitted by US Mail or other delivery medium, the Responder will be responsible for its timely delivery **to Purchasing Department, 75 North Pace Blvd., Pensacola, FL 32505, Attn: RFP #171201.** Any proposal received after the stated time and date or at other location will not be considered but will be retained by the District.

C. One manually signed original, ten (10) photocopies, and one copy on a portable flash drive ("JumpDrive") of the complete proposal in Microsoft Word format must be sealed and clearly labeled **"REQUEST FOR PROPOSAL: CUSTODIAL SERVICES "** on the outside of the package. The legal name, address, Responders' contact person, and telephone number must also be clearly annotated on the outside of the package. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Responder.

Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are **unacceptable**.

- D.** It is the intention of the District that the **MANDATORY** Pre-proposal Conference serve as a forum for clarifying issues regarding the intent, purpose and requirements of this RFP. Any questions and/or requests for additional information should be presented at the **MANDATORY** Pre-proposal Conference. Potential Responders shall not contact, by written or verbal communication, any District employee for information regarding this RFP other than as expressly permitted by this RFP.

Additions, deletions or modifications to information contained in the RFP document as a result of the **MANDATORY** Pre-proposal Conference will be presented to all potential Responders by means of a written addendum, if necessary.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Subsequent to any **MANDATORY** Pre-proposal Conference, any questions or requests for clarification regarding this RFP shall be submitted to Mr. John Dombroskie, Purchasing & Business Services, in writing at the address as shown on the first page of this document or via e-mail at jdombroskie@escambia.k12.fl.us. The deadline for such questions or requests will be 4:00 p.m., CST on Friday, January 27, 2017 unless otherwise extended in writing by the District. Questions or requests for clarification received after the deadline will NOT be addressed.

- E.** Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of ninety (90) days, to provide the District ample time to award the Agreement for the services specified in the proposal and this RFP. Concurrent with the delivery of the Responder's proposal, the Responder shall also irrevocably deliver a completed and properly signed Attachment C and a completed (for the Contractor's notice information only) and properly signed Attachment F. Upon completion of the award process and within three (3) business days of the Escambia County School Board's completion of the award process at its duly called meeting, the successful Responder shall cause the delivery of the required Performance Bond (see Section XI of this RFP) to complete Exhibit C of Attachment F and deliver the required insurance certificate (see Section XIX of this RFP).

VI. PROPOSAL FORMAT AND EVALUATION CRITERIA

In order to maintain comparability and enhance the review process, all proposals must be organized in the manner specified below. Include all information in your proposal. **Responders are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section will be considered non-responsive.**

- A. FORM OF PROPOSAL (Attachment C):** Submit with all required information completed and all signatures as specified.
- B. EXPERIENCES AND REFERENCES:** (10 points) A narrative letter which profiles the background, experience and qualifications of the Responder. Include a brief description of all lawsuits that are pending and/or filed against the Responder over the last three (3) years and any disciplinary action taken against the Responder. List a minimum of three (3) current similar sized educational/institutional contracts. Include names, titles, phone numbers and email addresses. Provide a brief outline of each contract with information regarding number of sites, "cleanable" square footage, student population (if applicable), program operations, staffing patterns, costs and any other information deemed relevant. Additionally, include agency contact names, titles and phone numbers. Furthermore, list any contracts which have been terminated early or upon

renewal within the past five (5) years. Explain the reason for early termination or non-renewal and include contact names, titles and phone numbers.

- C. FINANCIAL ABILITY:** (10 points) Responder must provide the last two (2) years' audited or reviewed financial statements for the Responder. Demonstrate the wherewithal and knowledge to cover expenses. Provide proof of your company's insurance as required in Section XIX of this RFP or submit a letter of your intention to have the required insurance within three (3) business days of the District's notification of award of the Agreement.
- D. PROPOSED ORGANIZATIONAL CHART:** (15 points) Identify the proposed management and office support team that will be responsible for providing the required contract administrative services at the resident, regional and corporate level. Detailed resumes' are required for the resident level management/administrative personnel. (District will interview and select the contractor's Resident manager from at least three (3) candidates supplied by the contractor.) General information is required for the management/ administrative personnel at the regional and corporate levels. Indicate the proposed specific individual who would serve as the day-to-day contact and be responsible for the operation of the overall program. Provide an organizational chart and a plan for the replacement of management staff.
- E. PROPOSED WORK PLANS:** (30 points) The following section should clearly define the Responder's team management approach with the following components: (1) Services Macro Start-Up Plan, (2) Facility-Specific Start-up Plan, and (3) Quality Sustainment Operations Plan. These plans, along with accompanying documentation, cover operations to include planning and start-up through commencement of and execution of normal operations, with emphasis on the first five (5) months of the agreement performance period. The purpose of this plan is to show a logical, aggressive, and realistic performance plan for attaining quality as outlined in this solicitation in total and as addressed specifically by Section IV A of this RFP using the formatted table below. All locations shall be at custodial standard no later than November 1, 2017.

Services Macro Start-Up Plan: The Services Start-up Table, provided below, should be developed and submitted as part of the proposal. This part of the plan should include any intended pre-planning actions taken prior to the June 1st Agreement start-date that will support the follow-on action-plan targets. The Responder's plan should present a timeline for how progress will be achieved to meet the Minimum Required Duties and Standards (Attachments E and D, respectively). This Services Start-Up Plan will include a completed table showing percentages of planned completion in the areas delineated in the table. This is a macro plan, with specific requirements as listed below. A detailed plan, facility-specific will be addressed further in this section. Specific requirements of the Services Macro Start-Up Plan:

- This plan must include action steps as identified in the required table with performance targets for hiring and staffing, purchase and delivery of equipment and supplies, and measuring level of service and customer satisfaction. If there are anticipated shortfalls school group - wide or by facility, address them here. Emphasis is on how the successful Contractor understands and conveys the immediacy of providing service.
- Submit a comprehensive quality assurance and control plan focused on production targets for the schools to be cleaned along with monitoring and follow-up mechanisms to achieve/maintain level of service.
- Describe the proposed communication program between the District and the Contractor to keep the District administration, school staff and the general public, if necessary, informed and involved, to respond to identified perceived or actual problems. The communication plan should allow for receipt of calls at District staff facilities, provide for receipt of and responses to inquiries, and provide a mechanism for tracking issues and responses and resolutions to the same.
- The presented plan should address challenges, as seen by the Contractor. This plan should factor in those unforeseen challenges and articulate how they will be addressed.

Facility Specific Start-Up Plan: From the start of the Agreement period, June 1 to June 30th, the Contractor should continue to assess facilities. At the Agreement start date of June 1 to June 30th, the Contractor should analyze the current condition and develop a Facility-Specific Start-Up Plan. The Services Start-Up Plan should be further analyzed and defined so that the goals of each facility are provided. This Facility-Specific Start-Up Plan is to be submitted not later than close of business June 30th. This plan will include a completed table showing percentages for each facility except that staffing numbers and overtime hours should be specific by school/facility as a number and not a percentage.

Services and Facility-Specific Start-Up Plan June 1 - November 1, 2017

(For Facility-Specific Start-Up Plan List School)

Functional Area	June 30th (Facility-Specific Plan due-- list percent complete for each area below)	July 31st (Percent complete for each area below)	Fill in the target date The projected date for reaching custodial standard (no later than November 1 st , 2017)
Overall Staffing Day: Night:			
Equipment (% on site)			
Supplies (% on site)			
Level of Service Progress and QA Plan (by facility)			

The Facility-Specific Start-Up Plan should specifically discuss:

- The Contractor will address the transition requirements for customer liaison and communications with schools and district staff as to ongoing performance. This is a performance contract and staffing at start up is a key part of successful service in the first five (5) months and submitted staffing plans are considered as part of the performance requirement unless otherwise agreed to by the District within that five (5) month period. The Contractor remains accountable at all times for meeting the standards and delivering the level of service required by the Agreement.
- The submitted staffing plan for each school should specifically include both day custodial and night custodial staffing requirements and how daily and long-term absenteeism will be successfully managed to ensure delivery of the Services. Describe in detail the proposed employee recruitment, training and retention program related to providing a stable, qualified workforce, including compliance requirements of the Jessica Lunsford Act.
- Clearly demonstrate an understanding of the District's after-hours and summer programs and the required custodial support.
- Explain the work management process for handling minor repairs.
- Describe the proposed uniform and safety shoe program.
- Describe in detail the company's quality control and quality assurance plan.

Quality Sustainment Operations Plan shall describe the systemic approach to keep the service level at target to prevent unexpected operational problems and to implement additional quality and improvements. This will become the operating guide for daily operations on or before November 1, 2017. Please describe when this Quality Sustainment Operations Plan will commence and what modifications and/or additions to the previously listed plans will be instituted as part of this plan, in order to maintain the standard as delineated in the specifications of the Agreement.

Each of these plans shall be submitted to the District in electronic format. The District reserves the right to amend this format as desired after Agreement award to enhance overall progress toward stated objectives.

F. PROGRAM COST: (35 points) The objective of the District is that the custodial services program be cost effective. Costs shall include all expenses associated with the operation of the program, including, but not limited to all equipment, tool and supply costs, general expenses, utility charges (if applicable), delivery charges (if applicable), waste disposal costs (if applicable), administrative/management costs, and any other direct or indirect costs of operation. Describe the method(s) to be used to determine the most competitive pricing for purchases of supplies and equipment.

Proposals shall identify the pricing on the Form of Proposal (see Attachment C), which shall be an all-inclusive cost per square foot (and shall include the minimum staffing requirements set forth in Contractor's proposal). All other costs increases or decreases will only be granted based upon the express provisions of this RFP (see below for CPI increases). No CPI adjustments will be made during the initial term of this Agreement (June 1, 2017 – May 31, 2018).

Payment to the Contractor will be based upon the District's calculation (described below) of Total Net Square Feet (NSF) per site utilizing the Florida Inventory of School Houses (FISH). The District does not represent nor warrant that the square footage (SF) indicated by FISH to be cleanable SF (because FISH is calculated by the State as net useable SF and not net cleanable SF); accordingly, the District strongly urges the Responders to review the formula for how FISH is derived. Additionally, the total NSF for purposes of this RFP is reduced by the exclusion of the areas identified by the Room Design Codes identified in FISH Report – Design Code Deletions, Attachment G. Responders shall acknowledge and accept a plus or minus 1% variance in FISH calculations. All Responders agree to accept this calculated amount as the correct square footage for the purposes of billing and remittance.

Floor Plans and FISH report summaries will be available at the Pre-Proposal Conference. (Official FISH report may be viewed in the office of the District's Facilities Planning Office. A copy may be purchased upon request.)

In the event of the necessity of any change in calculated Total Net Square Feet, as a result of a School Land Inventory conducted by District staff, the modified compensation for additional or subtracted square footage will be adjusted prospectively only at the annual Agreement anniversary if the change in square footage is under 18,500 square feet.

CONSUMER PRICE INDEX (CPI):

The contracted charge per square foot (rate) in the initial Agreement year will be used and may be adjusted for subsequent Agreement years by using the initial Agreement year rates as follows. Commencing on the second Agreement year, and each Agreement year thereafter (including any additional renewal terms) the rates may be adjusted by the change in the CPI Index (as defined below).

If there is a decline in the CPI for any given year, compensation will not be reduced lower than the initial Agreement year rate. As used in this procedure:

"CPI" means the Consumer Price Index for all Urban Consumers, South – Size Class B/C: all items (December 1996 = 100), not seasonally adjusted, as published by the Bureau of Labor Statistics, United States Department of Labor (or the replacement index therefore published by the Bureau of Labor Statistics or its successor if the Consumer Price Index has been discontinued, or if there is no such replacement index, a reasonably comparable index selected by the District).

Commencing on the annual anniversary of the Agreement, the rate for the next Agreement year may be adjusted as follows. Using the CPI published as of January 31, 2017 as the Basic Index, the contracted charge per square foot may be adjusted to the quotient obtained by dividing (C) into the product of (A) multiplied by (B), where (A) is the CPI as of January 31 in the immediately preceding Agreement year for which the adjustment is being computed; where (B) is the rate for the initial Agreement year (prior to any adjustment) and where (C) is the Basic Index. The result of that calculation will be multiplied by the initial Agreement year rate to determine the new rate set forth in the Agreement for the applicable Agreement year.

When the Contractor desires that the rate for the following Agreement year is adjusted under these provisions, the Contractor will provide no later than April 1 a detailed written statement of the Contractor's calculations pursuant to this procedure. Rate adjustment will not be automatic, it must be requested. The rate adjustment pursuant to this procedure will be rounded to the same level of detail as the rate set forth in the initial Agreement year. Fifteen (15) days will be given to specify in writing to the Contractor any reasonable objection to such calculation as set forth in this procedure, and in the event no objection is made, then the rate adjustment will be conclusive. In the event of reasonable disagreement regarding the calculation in accordance with this procedure, the District will continue to pay the prior Agreement year rate until such disagreement is resolved, in which case, the District will pay the difference as reasonably agreed upon by the parties (such agreement to be conclusive). In the event the parties cannot reach a reasonable agreement within sixty (60) days, then the Superintendent's designee will conclusively determine the issue.

At any time, should extraordinary economic conditions exist, the District reserves the right to, at its sole discretion, negotiate further adjustments to the Contractor's rate(s).

VII. SITE FAMILIARITY AND ADDITIONAL INFORMATION

Responders should become familiar with any local conditions which may, in any manner, affect the services required. The Responder(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the Agreement. No additional allowance will be made due to lack of knowledge of these conditions.

The facility sites and review schedule is included (see Attachment H). Facilities sites will be available for inspection once the Mandatory Pre-proposal Conference has ended January 24, 2017. The sites will continue to be available daily up to and including Friday, January 27, 2017. Transportation will not be provided by the District.

Submission of a proposal shall constitute acknowledgement by the Responders that he or she is familiar with all site conditions. The failure to familiarize himself or herself with the sites shall in no way relieve him or her from any obligations with respect to the proposal.

Responders are strongly encouraged to inspect every custodial service site listed on Attachment A. The current contractor may only visit schools for the purpose of on-site training, conducting inspections, and delivering supplies and or equipment, and performing custodial services.

The District has before-and-after school activities that may affect custodial service scheduling.

VIII. TIME SCHEDULE

The District will attempt to adhere to the following time schedule:

Friday, January 10, 2017, RFP Distribution

Tuesday, January 24, 2017, at 9:30 a.m. CST MANDATORY Pre-proposal Conference

(Maintenance Department Conference Room, 30 E. Texar, Pensacola, FL)

Tuesday, January 24, 2017 through Friday January 27, 2017, Site Reviews

Friday, January 27, 2017, at 4:00 p.m. CST Deadline for Questions

Friday, February 4, 2017, at 2:00 p.m. CST Answers to any Questions Posted, Final Addendum Issued (if applicable)

Monday, February 21, 2017, at 2:00 p.m. CST Proposal Opening

Monday, March 6, 2017, Initial Evaluation Committee Meeting

Wednesday, April 18, 2017, School Board Approval of Award

Tuesday, May 16, 2017, School Board Approval of Agreement

Friday, June 1, 2017, Agreement Commencement Date

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

The District reserves the right to schedule additional Mandatory pre-proposal conference(s) as necessary to encourage competition and serve to advance the best interests of the District.

IX. EX PARTE COMMUNICATION

Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this RFP with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' proposal.

Ex parte communication (whether verbal or written) by any potential Responders or representative of any potential Responders to this RFP with District Board members is also prohibited and will result in the disqualification of the Responders.

Any current contractor meetings with District custodial staff and administration, or instructional personnel shall be limited to disciplinary hearings involving custodial personnel or concerns from school-based administration; it being understood that at no time shall there be any conversation regarding the RFP.

X. EVALUATION CRITERIA AND AWARD

A. PROPOSAL EVALUATION PROCESS: Proposals are received and publicly opened. Only names of Responders are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the Agreement before recommendation of award. This interview is to be based upon the written proposal received.

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Responder; or, (3) Allow the top ranked Responders to make oral presentations.

Responders are advised to provide their best offer with the initial proposal because the District reserves the right to award an Agreement based on initial proposals without further discussion or negotiation.

The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable agreement between the District and the selected Responders cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Responders and to negotiate and execute an Agreement with the next-ranked Responders.

The District reserves all rights, in its sole discretion, not to issue an award to any Responders, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award to the School Board. The School Board will then approve or reject the recommendation.

B. MINIMUM ELIGIBILITY REQUIREMENTS: In order to be considered for evaluation, the Responders shall demonstrate sufficient capacity, resources and experience to successfully manage and operate a large scale custodial services program. At a minimum, Responders shall:

Have the ability to be licensed to conduct business within the State of Florida and Escambia County;

Have been involved as the prime contractor in planning, designing and operating a single custodial services program similar in scope and size as described in this RFP;

Demonstrate the Responder's financial viability and ability to commit the necessary capital investment, and;

Demonstrate knowledge of United States Occupational Safety and Health Administration rules and regulations, as well as other applicable rules/regulations.

NOTE: The items above shall be clearly outlined in each Contractor's proposal.

C. DISTRICT'S RIGHTS AND RESERVATIONS:

The District reserves the right to accept or reject any or all proposals.

The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the Agreement, to require Responders(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Responders or the District.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

The District reserves the right to further negotiate any proposal, including price, with the highest rated Responders. If an agreement cannot be reached with the highest rated Responder(s), the District reserves the right to negotiate and recommend award to the next highest ranked Responder or subsequent Responder(s) until an agreement is reached.

XI. BONDS

- A. **PROPOSAL BOND:** As a guarantee, the Responders will enter into the Agreement under the terms and conditions set forth in this RFP, a proposal bond in the amount of \$50,000.00 made payable to the Escambia County School Board shall accompany the proposal when submitted. The proposal bond shall be issued by a surety company licensed to conduct business in Florida and approved by the United States Treasury Department. Cash and/or checks of any kind are not acceptable. PROPOSALS RECEIVED WITHOUT THE REQUIRED PROPOSAL BOND ARE CONSIDERED NON-RESPONSIVE.
- B. **PERFORMANCE BOND:** The successful Responder shall execute and furnish to the Escambia County School Board a performance bond, and only one (1) bond, issued by the same surety company that issued the proposal bond. The performance bond shall be for an amount that is at least equal to six (6) months of the Agreement; and it is required that the performance bond remain continuously in effect and renewal bonds be provided at least thirty (30) days prior to the expiration of the existing bond. Such performance bond shall be submitted within three (3) business days after the District's notification of award of the Agreement to the successful Responder.
- C. **RETURN OF PROPOSAL BOND:** Proposal bonds will be returned to all unsuccessful Responders immediately after the Agreement award has been made and to the successful contractor after receipt of the performance bond and execution of the Agreement.

XII. REPLACEMENT OF MANAGEMENT STAFF

All management personnel to be assigned to the District Agreement shall require prior written approval by the District.

Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes' of replacement management personnel may be required to be submitted to the District for review. The District reserves the right to interview replacement management personnel prior to approval.

The successful contractor shall provide any and all necessary training for management and staff employed under the terms of the Agreement with the District.

XIII. TERMINATION, SUSPENSION, AND REMEDIES

- A. The District reserves the right to terminate any Agreement resulting from this RFP, at any time and for any reason upon giving a minimum of ninety (90) days prior written notice to the Contractor. If said Agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Agreement. The District will only be required to pay to the Contractor that amount of the Agreement actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Agreement. The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Agreement; it being understood that the District's payment of the Agreement fees forms the consideration for the Contractor not having this right to terminate for convenience. In the event of the District's termination of the Agreement, the District (in its sole election) may also require the Contractor to provide the Transition Assistance set forth in Section XIII C of this RFP.
- B. In the event any of the provisions of the Agreement are breached by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within the applicable cure period set forth in this RFP (and if none is stated, then ten (10) days), the District may terminate the Agreement. Upon termination hereunder, the District may pursue any and all legal remedies as provided herein and by law. Notwithstanding the foregoing, and in addition to the remedies set forth herein, the District may elect the following in its sole discretion, and without any obligation whatsoever to make this election. If Contractor is unable to reasonably cure a deficiency within ten (10) days after receiving the District's notice notwithstanding Contractor's continuous and diligent efforts to do so, the District may elect, in its sole discretion, to permit Contractor to cure the deficiency as soon as is reasonably practicable using continuous and diligent efforts, but in no event more than thirty (30) days after receipt of the District's notice. Until the earlier of either (1) the deficiencies are cured or (2) this agreed upon cure period expires, the Contractor remains obligated to perform the Services without degradation and in accordance with the Agreement.
- C. In order to provide transition assistance to the District in the event that the Agreement is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one (1) calendar month, plus two (2) additional calendar months on a month-by-month basis at the District's sole and unilateral election) on the same terms and conditions set forth in the Agreement (the "Transition Assistance"). The provisions of this section will not apply if the Agreement is terminated by the Contractor based on an uncured event of default by the District as set forth in Section IV B 6 g of this RFP.
- D. The District's representative(s) will inspect facilities (whether on a random and unannounced basis, or on a previously scheduled basis, either being at the District's discretion) to determine Contractor's compliance with the List of Minimum Required Duties and List of Minimum Required Standards set forth in this RFP (see Attachments E and D). The District representative will record deficiencies (whether unperformed or inadequately performed Services) and communicate the same to the Contractor via the procedure to be developed pursuant to Section 4.1 of the Agreement (in Attachment F). If the deficiency is failure to perform a recurring Service, then Contractor shall notify the District representative that the deficiency was corrected within the following periods after Contractor's receipt of the District's initial notice: (a) for a daily Service, Contractor shall cure the deficiency and notify the District within twenty-four (24) hours; (b) for a weekly Service, Contractor shall cure the deficiency and notify the District within seventy-two (72) hours; (c) for a monthly Service, Contractor shall cure the deficiency and notify the District within seven (7) calendar days; (d) for a quarterly Service or a Service to be conducted periodically, then Contractor shall cure the deficiency and notify the District within ten (10) calendar days; and, (e) for a semi-annual Service or an annual Service, then Contractor shall cure the deficiency and notify the District within thirty (30) calendar days. In addition to the foregoing, if there are deficiencies of Services in a single facility that repeatedly occur (whether daily, weekly, monthly, quarterly, periodically, annually, or any

combination of the foregoing) (defined as "Habitual Deficiencies"), the District may elect (in its sole discretion) a separate remedy as follows: the District shall provide notice to the Contractor of said Habitual Deficiencies, and the Contractor shall have twenty (20) days for the Contractor to cure the Habitual Deficiencies and thereafter continuously maintain the facility according to the required level of Services.

Deficiencies and the correction periods will be measured monthly for compliance and discussed at the Executive Joint Review ("Compliance Report"). In the event the Compliance Report identifies certain Services that were not performed and were not cured according to the procedures and timing set forth above or otherwise excused at the District's discretion, then the District will withhold the following sums from the District's monthly Fee payment for each type and each occurrence: (a) for daily and weekly Services - \$250.00 each; (b) for monthly, periodic, and quarterly Services - \$750.00 each; (c) for semi-annual and annual Services - \$1,500.00 each; and (d) for Habitual Deficiencies - \$1,000.00 per week. The aggregate of all deductions set forth in this Section XIII of the RFP will not exceed ten percent (10%) of the agreement price per Agreement year. When the District remits payment of the monthly Fee that deducts a portion of the payment for unperformed Services as set forth herein, the District shall also remit a schedule outlining the offset for each particular Service that was not performed.

- E. **Financial Remedy for Insufficient Staffing:** By entering into the Agreement, the District will have accepted the successful Responder's overall staffing plan. If the Contractor fails to continuously maintain at least ninety-eight percent (98%) of the Contractor's overall staffing plan in its proposal, then the District may elect (in its sole discretion) to deduct from the Agreement payments the amount equal to the FTE shortage at the average hourly rates paid. This remedy is in addition to any and all other remedies set forth herein, and this amount is not capped according to the provisions of Section XIII D above. The Contractor shall, with their monthly invoice, submit documentation providing the daily staffing levels at each site cleaned for the period invoiced. Notwithstanding the foregoing, the District may elect in its sole discretion to waive this remedy on a case by case basis if the Contractor's provision of Services meet the standards set forth in Attachments D and E. And further notwithstanding the foregoing, the District shall not utilize this remedy for the period of June 1, 2017 through November 1, 2017 so long as the Contractor is materially complying with its Facility-Specific Start-Up Plan referenced in Section VI E of this RFP.
- F. Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District's payment in whole or in part for services hereunder or any purported oral modification or rescission of the Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under the Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in the Agreement. Except as otherwise expressly provided in the Agreement, all remedies provided for in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XIV. INCENTIVES

Performance factors will be reviewed quarterly (frequency can change at the District's sole discretion) by the District. These factors will provide merit as to whether the Agreement will be renewed each year, up to the total of ten (10) agreement years allowed. Factors to be considered include:

- How well transition was managed and compliance to work plan
- Effectiveness of Quality Control Plan
- Customer Feedback

- Periodic Sampling (Utilizing the “Custodial Inspection Report”, Attachment J.)
- Custodian management
- Substitution management

XV. DEFAULT

In the event that the Contractor breaches the Agreement, then the District reserves the right to seek any and all remedies in law and/or in equity.

XVI. LEGAL REQUIREMENTS

- A. It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
- B. Contractors doing business with the District are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- C. Responders affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
- D. **JESSICA LUNSFORD ACT:** The Contractor shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, Florida Statutes. Contractual personnel shall include any vendor, individual or entity under contract with the District. All background checks (initial and renewals) will be at the expense of the Contractor. See Section III A of this RFP for further information.
- E. Drug Testing; Other Legal Requirements. Prior to offering employment, the Contractor shall obtain satisfactory results (from a District approved licensed lab) at the Contractor’s cost regarding drug testing to the standards of the District. After reasonable suspicion an employee must submit to further drug testing. **If applicable please sign and return with your proposal package the attached “Drug Free Workplace” form.** All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization.
- F. Representations and Warranties.
 1. The Contractor warrants that it is a duly formed business entity organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Agreement in the State of Florida. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Agreement whether or not such specified in the Agreement and Exhibits. The Contractor further warrants that the execution and delivery of the Agreement and the terms

and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).

2. The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Agreement, as the same exist and as they may be amended from time to time. The Contractor acknowledges and agrees that it is subject to the requirements of the Public Records Law, Chapter 119, Florida Statutes, for all matters pertaining to the Agreement.
3. Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.
4. Each Party agrees that, in its respective dealings with the other Party under or in connection with the Agreement, it shall act in good faith.
5. Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.

G. Miscellaneous. The Agreement to be awarded pursuant to this RFP shall be further governed by the following:

1. This RFP and any Agreement resulting there from shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Agreement shall lie exclusively in the jurisdictional courts in and for Escambia County, Florida.
2. The Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.
3. Except for the provisions requiring Contractor to pay the District's reasonable attorneys' fees and costs for any matter arising under Section XIX of the RFP (which shall control), in the event of any other conflict arising from the Agreement, each party shall pay its own attorneys' fees and costs.
4. Should any provision of the Agreement be determined by the Courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the Agreement shall remain valid and in full force and effect.
5. Nothing set forth in any provision of the Agreement shall mean or be construed that the District has waived, altered, or amended in any manner whatsoever the limitations or provisions of Section 768.28, Florida Statutes, regarding the District's sovereign immunity.
6. The Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.
7. The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

8. The Contractor is, and shall at all times be, an independent contractor under the Agreement and not an agent of the District. Nothing in the Agreement nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Agreement shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.
9. The Agreement is entered into solely between, and may be enforced only by, the District and the Contractor, and the Agreement shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.
10. Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Agreement shall not relieve the other Party from responsibility for complying with the requirements of the Agreement, nor shall it be construed as a waiver of any rights under the Agreement, except as and to the extent otherwise expressly provided in such approval or consent.
11. Any provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including those provisions relating to the obligations of Contractor in connection with the Transition Assistance, shall survive any termination or expiration of the Agreement and continue in full force and effect.
12. All media releases, public announcements, and public disclosures by either Party relating to the Agreement or the subject matter of the Agreement, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release.
13. Time is of the essence in the Agreement. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

XVII. FEDERAL AND STATE TAX

The District is exempt from federal and state taxes for tangible personal property. The Contractor doing business with the District will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor will any Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

XVIII. CONFLICT OF INTEREST

- A. The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

All Responders must disclose the name of any officer, director, or agent who is also an employee of the District. All Responders must also disclose the name of any District employee who owns, directly or indirectly, any interest in the Responder's business or any of its branches.

B. Non-Collusion Statement /Public Domain

I, the Responder, attest that I have not divulged, discussed, or compared this proposal with any other Responders and have not colluded with any other Responders in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

XIX. INSURANCE REQUIREMENTS

- A. Proof of the following insurance will be furnished by the awarded Contractor to the District by a Certificate of Insurance. **THE ESCAMBIA COUNTY SCHOOL BOARD, BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS OF THE BOARD, SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL LIABILITY INSURANCES. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE DISTRICT.**
- B. Certificates of Insurance meeting the specific required provision specified within this RFP shall be forwarded to the District's Purchasing Department no later than three (3) business days after the award of the Agreement and prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department at least thirty (30) days prior to the policy renewal date.
- C. Thirty (30) days written notice shall be provided to the District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.
- D. The awarded Contractor shall provide complete copies of any insurance policy for required coverage within three (3) business days of the date of request by the Purchasing Department, but in any event at least five (5) business days prior to the commencement of any term or renewal term.
1. **WORKERS' COMPENSATION:** Awarded Contractor must comply with Chapter 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
 2. **COMPREHENSIVE GENERAL LIABILITY:** Awarded Contractor shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance, Broad Form, including product liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy.

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.
 3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded Contractor shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance.
 - a. The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.
 - b. In the event the Contractor does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above. In addition, the District may require an affidavit signed by a principal of the Contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

XX. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

- A. The Contractor shall, in addition to any other obligation to indemnify the Escambia County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.
- B. The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
- C. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Contractor.
- D. The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant. This article will survive the termination of the Agreement.

XXI. PUBLIC RECORDS LAW

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding documents received or generated in direct relationship to any contract/agreement awarded by the District.

Pursuant to Florida Statutes Chapter 119, paragraph (m), proposals received as a result of this RFP will not become public record until ten (10) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Responders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes.

XXII. PERMITS AND LICENSES

The Contractor will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

XXIII. PUBLIC ENTITY CRIMES

- 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 on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- B. The Responder certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will execute and deliver to the District the appropriate federal debarment certification form (Attachment I) within three (3) business days of the award of the Agreement.

XXIV. ASSIGNMENT OF AGREEMENT AND/OR PAYMENT

The Contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Contractor without prior written consent of the District in its sole discretion. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal. Should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors hereunder, prior written approval by the District (in its sole discretion) shall be required.

The Contractor herein shall not assign payments under the Agreement or agreement without the prior written consent of the District.

XXV. AGREEMENT

An Agreement will be released, after award, for any work to be performed as a result of this RFP. The proposal, negotiated term, agreement and, if applicable, the corresponding Agreement will constitute the complete agreement between Contractor and the District. The form of Agreement is set forth in Attachment F, and each Responder shall properly execute and irrevocably deliver to the District the Agreement set forth in Attachment F concurrent with the delivery of the proposal according to the procedure set forth in Section V E of this RFP.

XXVI. DISPUTE

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of a bid, RFP or contract may file a protest in accordance with the rules set forth herein.

- A. The District reserves the right to reject all proposals submitted and re-solicit at any time during the solicitation process.
- B. The services that are the subject of this Request for Proposal are essential to the operations of the District, the School Board in order to assure continuation of services may direct the award recommendation as presented conditioned upon and subject to the findings of a formal administrative hearing. As such, the Board shall authorize the Director of Purchasing and Business

Services to negotiate and enter into a short-term contract with the proposed awardee or to purchase essential services/materials on an as needed basis.

- C. Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Purchasing and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, 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 School Board Rule and Florida Statutes. It is the Contractor's responsibility to insure timely filing and receipt of protest by the Purchasing and Business Services Department.
- D. Within ten (10) days, not including Saturdays, Sundays and state holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Purchasing and Business Services Office. The formal written protest shall state with particularity the facts and law on which the protest is based. At the time of filing the formal written protest, the Protester shall post a Protest Bond to defray the costs incurred by the Board in considering the protest. The Bond, payable to the Board, shall be in the amount equal to five percent (5%) of the estimated amount of the contract or ten thousand dollars (\$10,000.00), whichever is greater, not to exceed twenty-five thousand dollars (\$25,000.00).
 - 1. The Protest Bond shall be in the form of a surety bond, cash, or certified funds, and shall be conditioned upon payment of all costs and charges which may be incurred by the Board in considering the protest if the Board prevails. In the event the Protest is withdrawn prior to a formal hearing or the Protester prevails as determined by the findings of an independent Hearing Officer, the Bond will be refunded to the Protester.
 - 2. Failure to file the Notice of Protest, formal written protest and/or Protest Bond within the time permitted shall constitute a waiver of proceedings under Board Rules and Florida Statutes. The Protester has the responsibility to insure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Purchasing and Business Services Office.
- E. Communications shall continue between the Protester and the Purchasing and Business Services Department and/or their legal counsel for seven (7) days, not including Saturdays, Sundays and state holidays from filing the formal written protest in an effort to mutually resolve the protest. The parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).
- E. The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within (30) days.
 - 1. The parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the parties. All parties have the right to present oral argument and to cross-examine opposing witnesses. All parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.
 - 2. The ALJ shall render his findings of fact and ruling of law. Each party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.

3. If the Protester prevails, the Board shall return the Protest Bond to the Protester.
4. If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon settlement of all cost and charges the Protest Bond will be returned to the Protester.

XXVII. DISCLAIMER

Except as expressly set forth in this RFP, all figures presented herein (i.e. square footage, times, rates, and quantities) are for evaluative purposes only and are not deemed to be a direction to Responders, nor a representation/warranty by the District.

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State of Florida or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

ATTACHMENT A

Initial Sites to be Cleaned by Contractor Personnel

Brentwood Elementary School
4820 North Palafox Street
Pensacola, FL 32505
Approximately 581 Students
Cleanable area: 60,391 sq. ft.

Ferry Pass Elementary School
8310 North Davis Highway
Pensacola, FL 32514
Approximately 683 Students
Cleanable area: 64,829 sq. ft.

Scenic Heights Elementary School
3801 Cherry Laurel Drive
Pensacola, FL 32504
Approximately 810 Students
Cleanable area: 60,465 sq. ft.

Holm Elementary School*
6101 Lanier Drive
Pensacola, FL 32504
Approximately 492 Students
Cleanable area: 74,789 sq. ft.

Ferry Pass Middle School
8355 Yancey Avenue
Pensacola, FL 32514
Approximately 1,024 Students
Cleanable area: 107,320 sq. ft.

Cordova Park Elementary School
2250 Semur Road
Pensacola, FL 32503
Approximately 687 Students
Cleanable area: 67,498 sq. ft.

Washington High School
6000 College Parkway
Pensacola, FL 32504
Approximately 1783 Students
Cleanable area: 221,902 sq. ft.

Brown Barge Middle School
201 Hancock Lane
Pensacola, FL 32503
Approximately 530 Students
Cleanable area: 75,375 sq. ft.

Semmes Elementary School
1250 East Texar Drive
Pensacola, FL 32503
Approximately 424 Students
Cleanable area: 49,509 sq. ft.

Workman Middle School
6299 Lanier Drive
Pensacola, FL 32504
Approximately 852 Students
Cleanable area: 99,833 sq. ft.

Woodham Middle School
150 E. Burgess Road
Pensacola, FL 32503
Approximately 821 Students
Cleanable area: 183,600 sq. ft.

Suter Elementary School
501 Pickens Ave.
Pensacola, FL 32503
Approximately 542 Students
Cleanable area: 84,072 sq. ft.

*Special needs school, requires additional staffing.

ATTACHMENT B

Mandatory Cleaning Supplies and Walk Off Mats

The products listed below must be utilized and purchased from the vendor awarded the District's business via the formal bid process. Over the course of the Agreement's life these products may change as might their price and source.

Betco Green Earth Daily Floor Cleaner #20 (District tem #0305232) - \$67.81 - 4/case

Betco Green Earth Natural All Purpose Cleaner #12 (District Item #0305236) - \$44.24 - 4/case

Betco Green Earth Daily Disinfectant Cleaner #21(District Item #0305230) - \$67.82 - 4/case

Betco Green Earth Peroxide Cleaner Concentrate #11 (District Item #0305234) - \$63.47 - 4/case

Betco Clario Green Earth Foaming Skin Cleanser #78129 - \$36.96 - 6/case

Betco Citrus Chisel Degreaser #167 (District Item #0305238) - \$56.07 - 4/case

Betco Sanibet Food Contact Sanitizer #237 (District Item #0305240) -\$42.56 - 4/case

Bay West Ecosoft Green Seal Toilet Tissue #61990 - \$33.64/case

Bay West Ecosoft Green Seal Hand Towels #31400 - \$29.42/case

Dispensers provided at no cost by vendor providing product.

All products currently awarded to and purchased from Supreme Paper Products, 8965 Pensacola Blvd., Pensacola, FL 32534

Mandatory Walk Off Mats

The walk off mats mentioned in Section IV. Scope of Work / Services Paragraphs B. 2. And 3. Shall be provided as follows:

INSIDE MATS

Water Hog Classic Mat

Pattern: Waffle

Border: Rubber

Size: 4'X6'

Color: As required by School District

Please note that this **is not** the "Fashion Edge" border type as mentioned earlier. This mat, "is with the "Rubber Border".

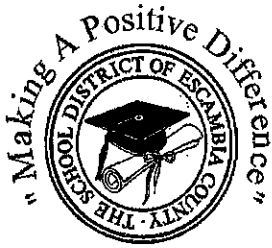
OUTSIDE MATS (may be used outside instead of the Water Hog mats required for indoor use)

3M Nomad Medium Traffic, Backed Scraper Matting 6050

Size: 4'X6'

Color: As required by School District

ATTACHMENT C



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505**

FORM OF PROPOSAL

Request for Proposals (RFP)

CUSTODIAL SERVICES RFP No. 171201

This proposal must be submitted to the School District of Escambia County, Purchasing Department, 75 North Pace Blvd., Pensacola, FL 32505, no later than 2:00 p.m. CST on February 21, 2017 and plainly marked RFP No. 171201. Proposals are due and will be opened at this time. Proposals received after 2:00 p.m. on the date due will not be considered.

Anti-Collusion Statement / Public Domain

I, the undersigned vendor, have not divulged, discussed, or compared this proposal with any other vendors and have not colluded with any other vendor in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Proposal, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (firm name): _____
STREET ADDRESS: _____
CITY & STATE: _____
PRINT NAME OF AUTHORIZED REPRESENTATIVE _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____
TITLE _____ DATE: _____
CONTACT PERSON: _____
CONTACT PERSON'S ADDRESS: _____
TELEPHONE: _____ FAX: _____ TOLL FREE: _____
INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____
VENDOR TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

FORM OF PROPOSAL

INSTRUCTIONS:

Complete the following Agreement information, not exceeding more than three decimal places.

Agreement Pricing: This is to be inclusive of all costs associated with management and operations.

ITEM #1: AGREEMENT PRICING

COST PER SQUARE FOOT TO CLEAN ALL SITES LISTED IN ATTACHMENT A:

Square footage shall be in accordance with the Florida Inventory of School Houses (FISH) (Reference Section VI F of the RFP)

Price per square foot: \$_____ per month x 1,149,583 Total Net Sq. Ft. x 12 months =
(\$.XXX)

\$_____ total annual Agreement cost.

COMPANY ACCEPTS PURCHASING CARDS FOR THE PAYMENT OF INVOICES: YES_____ NO_____

DISCOUNT, IF ANY, FOR PAYMENT OF INVOICES VIA PURCHASING CARD: _____%

COMPANY NAME

SIGNATURE/TITLE

ATTACHMENT D

List of Minimum Required Standards

The level of cleanliness must meet the minimum acceptable standards as indicated below:

- ❖ **Clean, Dust or Damp Wipe:** Free of dust, dirt, wax build up, smudges, marks, spots, stains or film. Thoroughly cleaned and dusted from the complete surface from corner to corner and including corners, edges, sides, top, bottom of the surfaces, molding, crevices, ledges and any hardware attached. Free from spots, smudges, stains, watermarks and rings. No dust streaks. Damp wiping must be dried to provide a uniform appearance.
- ❖ **Wipe Dry:** Drying with a suitable cloth, free of smudges, scuffs marks, streaks and film, buffed for a uniform polished appearance.
- ❖ **Sweeping and Damp Mopping:** All floors shall be cleaned and free of dirt from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. No dirt shall be left behind or on flooring adjacent to the area being swept and/or mopped.

There shall be no trash or foreign matter under floor mats, desks, tables, chairs or receptacles. Gum, scuffs and other matter are to be removed by spot cleaning.

- ❖ **Sweeping and Scrubbing:** The floors, stairs and landing shall be properly prepared, thoroughly swept, from corner to corner, edges and ledges, under the desks, chairs, trash bins, mats, signs, tables and behind doors. Clean and free of dirt and debris, no water streaks, no mop marks, no gum, tar or other substances on the floor surface. Edges and corners must be clean and free of dirt, debris and build up, hand scrubbing may be required. Properly rinsed and dry mopped area to present an overall appearance of cleanliness. Special attention shall be given to floors in restrooms near commodes for elimination of odors and stains. Appearance shall be uniformly clean.
- ❖ **Metal Polishing:** Metal polishing may be performed by damp-wiping and drying with a suitable cloth, free of smudges, scuffs, marks, streaks and film, buffed for a uniform polished appearance. However, if a uniform polished appearance is not produced, the appropriate metal polish must be used for the type of metal surface based on the manufacturer's recommendation and industry standards.
- ❖ **Sinks and Toilets:** Inside of bowls, outside, top, bottom (underside) and sides of fixtures including all hardware shall be clean and free of dirt, mold, mildew, streaks, stains or any buildup of matter. Free of odor.
- ❖ **Window Washing and Glass Cleaning:** All glass shall be clean and free of dirt, grime, streaks, tape, sticky substance, cobwebs, excessive moisture, smudges and prints. Glass shall not be cloudy. Surrounding walls, woodwork and trim shall be thoroughly wiped free of drippings and other watermarks.
- ❖ **Spot Cleaning:** All walls, floors, furniture, fabric and metal partitions are to be free of marks, stains, spots, spills smudges, gum, tar and other foreign matter. Cleaned area must blend into surrounding area.
- ❖ **Floor Finish:** Floor shall be thoroughly clean and free of all dirt, debris, spills, spots, stains; old finish and old finish build up, gum, tar and other foreign matter. No build up in corners or along edges and baseboards. All edges and baseboards must be clean of any dirt or finish residue. No streak, no film or powder residue on floor surface. Floor should have a uniform shine.
- ❖ **Cleaning Blinds:** All blinds are to be free of all dirt, debris, smudges, stains and streaks. Cords and ropes are to be clean and free of all dirt, debris, smudges and stains.

ATTACHMENT E

List of Minimum Required Duties

List of Minimum Required Duties

AREA	ADMINISTRATION AREAS	DAYS PER WEEK	5
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SERVICES PROVIDED		FREQUENCY OF SERVICE								COMMENTS
GENERAL	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually		
Empty trash cans/Replace liner as needed	X									
Dust all furniture including desks, chairs, tables		X								
Clean and sanitize drinking fountains, sinks, restock supplies	X									
Low dust - including window sills, ledges, moldings,shelves, picture frames, etc. to 36"		X								
High dust - including shelves, molding, ledges, etc. to 72"					2					
Spot clean desk tops	X									Papers and Personal Items Not to be Disturbed
Spot clean lobby glass including front doors and partition glass	X									
Dust blinds/vents						X				
Dust mop/Wet mop hard floors or vacuum carpet wall to wall	X									
Spot clean carpets	X									
Chalkboard / Marker Board Cleaned		X								
Spot clean board trays	X									
Spot clean Walls and Doors	X									
Secure Windows and Doors	X									
Change Defective Light Bulbs	X									Reachable with an 8' Ladder
Vacuum Fabric Furniture				X						
Clean and Sanitize Telephones		X								
RESTROOMS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS	
SEE RESTROOM PROCEDURES	X									
WINDOWS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS	
Clean-outside								X		Summer Break
Clean-Inside								X		Summer Break
FLOORS HARD SURFACE	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS	
Buff and Recoat					2					
Strip and Wax							X			Christmas Break / Summer Break
CARPETS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS	
Clean Carpet by Appropriate Method							X			Christmas Break / Summer Break

List of Minimum Required Duties

AREA:	AUDITORIUMS / STAGES	DAYS PER WEEK:	5
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SERVICES PROVIDED	FREQUENCY OF SERVICE								
GENERAL	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Empty trash cans/Replace liner as needed	X								
Dust all Chairs and Tables		X							Inspect Daily
Clean and sanitize drinking fountains, sinks, restock supplies	X								
Low dust - including window sills, ledges, moldings,shelves, picture frames, etc. to 36"		X							
High dust - including shelves, molding, ledges, etc. to 72"					2				
Clean entire glass doors inside and Out		X							As Needed
Spot clean lobby glass including front doors and partition glass	X								
Dust blinds/vents						X			
Dust mop/wet mop hard floors or vacuum carpet wall to wall	X								
Spot clean carpets	X								
Spot clean Walls and Doors	X								
Secure Windows and Doors	X								
Change Defective Light Bulbs	X								Reachable with an 8' Ladder
Detail Clean Chairs								X	Summer Break
RESTROOMS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
SEE RESTROOM PROCEDURES	X								
WINDOWS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean-outside								X	Summer Break
Clean-Inside								X	Summer Break
FLOORS HARD SURFACE	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Strip and Wax							X		Christmas Break / Summer Break
CARPETS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean Carpet by Appropriate Method							X		Christmas Break / Summer Break

List of Minimum Required Duties

AREA:	TEACHER'S LOUNGES / BREAKROOMS	DAYS PER WEEK:	5
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SERVICES PROVIDED	FREQUENCY OF SERVICE								
GENERAL	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Empty trash cans/Replace liner as needed	X								
Dust and Spot Clean All Furniture	X								
Clean and sanitize drinking fountains, sinks, restock supplies	X								
Low dust - including window sills, ledges, moldings,shelves, picture frames, etc. to 36"		X							
High dust - including shelves, molding, ledges, etc. to 72"					2				
Spot clean lobby glass including front doors and partition glass	X								
Dust blinds/vents						X			
Dust mop/Spot mop hard floors or vacuum carpet floor traffic lanes only	X								
Dust mop/Wet mop hard floors or vacuum carpet wall to wall		X							
Spot clean carpets	X								
Spot clean Walls and Doors	X								
Secure Windows and Doors	X								
Change Defective Light Bulbs	X								Reachable with an 8' Ladder
Vacuum Fabric Furniture				X					
Clean and Sanitize Telephones		X							
RESTROOMS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
SEE RESTROOM PROCEDURES	X								
WINDOWS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean-outside								X	Summer Break
Clean-inside								X	Summer Break
FLOORS HARD SURFACE	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Strip and Wax						X			
CARPETS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean Carpet by Appropriate Method						X			

List of Minimum Required Duties

AREA	CAFETERIAS / KITCHENS								DAYS PER WEEK	5
SERVICES PROVIDED	FREQUENCY OF SERVICE									
GENERAL	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS	
Empty trash cans/Replace liner as needed	X									
Sweep / Vacuum	X									
Clean and sanitize drinking fountains, sinks, restock supplies	X									
Low dust - including hand rails, window sills, ledges, moldings, shelves, picture frames, etc. to 36"	X									
High dust - including shelves, molding, ledges, etc. to 72"					2					
Spot Mop	X									
Dust blinds/vents				X						
Dust Mop/Wet Mop Hard Floors Wall to Wall	X									
Spot clean carpets	X									
Spot clean Walls and Doors	X								Up to 72'	
Secure Windows and Doors	X									
Clean Door Glass	X									
Set Up Chairs and tables	X									
Arrange Chairs and Tables for Next Days Use	X									
Change Defective Light Bulbs	X								Reachable with an 8' Ladder	
Kitchen Hood Cleaning								X		
WINDOWS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS	
Clean-outside							X		December 1 - January 31 / Summer Break	
Clean-inside							X		December 1 - January 31 / Summer Break	
FLOORS HARD SURFACE	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS	
Buff and Recoat			2							
Top Scrub and Recoat							X		Fall Break / Spring break	
Strip and Wax							X		December 1 - January 31 / Summer Break	
Steam Clean kitchen Floors							X		December 1 - January 31 / Summer Break	
CARPETS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS	
Clean Carpet by Appropriate Method							X		December 1 - January 31 / Summer Break	

List of Minimum Required Duties

AREA:	CLASSROOMS/LABS/MULTIPURPOSE AREAS	DAYS PER WEEK	5
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SERVICES PROVIDED		FREQUENCY OF SERVICE							COMMENTS
GENERAL	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	
Empty trash cans/Replace liner as needed	X								
Dust all furniture including desks, chairs, tables		X							
Clean and sanitize drinking fountains, sinks, restock supplies	X								
Low dust - including window sills, ledges, moldings,shelves, picture frames, etc. to 36"		X							
High dust - including shelves, molding, ledges, etc. to 72"					2				
Spot clean desk tops	X								
Spot clean lobby glass including front doors and partition glass	X								
Dust blinds/vents						X			
Dust mop/Spot mop hard floors or vacuum carpet floor traffic lanes only	X								
Dust mop/wet mop hard floors or vacuum carpet wall to wall		X							
Spot clean carpets	X								
Chalkboard / Marker Board Cleaned		X							
Spot clean board trays	X								
Spot clean Walls and Doors	X								
Secure Windows and Doors	X								
Change Defective Light Bulbs	X								Reachable with an 8' Ladder
Clean Desk Tops							X		
Detail Clean Entire Desks								X	Summer Break
RESTROOMS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
SEE RESTROOM PROCEDURES	X								
WINDOWS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean-outside								X	Summer Break
Clean-Inside								X	Summer Break
FLOORS HARD SURFACE	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Strip and Wax							X		December 1 - January 31 / Summer Break*
CARPETS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean Carpet by Appropriate Method							X		December 1 - January 31 / Summer Break
ESE/PreK Carpets Cleaned						X			
Multi Purpose Room Carpets						X			

***All Floor Finish (wax) must be a sealer finish. Must be able to use on resilient tile, terrazzo, concrete, cork, linoleum or rubber flooring. Must have nonvolatile solids "not to exceed" a minimum of 22% and a maximum total solids of 26.5%. Product must not contain any dark resins. Must have pH level between 8.1 and 8.9. Must respond to buffing and burnishing between 300 rpm and 2000+ rpm. Must meet or exceed slip resistance (ASTMD 2047-93) James Machine 0.5 minimum.**

List of Minimum Required Duties

AREA:	ENTRANCES / LOBBIES / HALLWAYS	DAYS PER WEEK:	5
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SERVICES PROVIDED		FREQUENCY OF SERVICE							COMMENTS
GENERAL	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	
Empty trash cans/Replace liner as needed	X								
Dust all furniture including desks, chairs, tables	X								
Clean and sanitize drinking fountains, sinks, restock supplies	X								
Low dust - including window sills, ledges, moldings,shelves, picture frames, etc. to 36"		X							
High dust - including shelves, molding, ledges, etc. to 72"					2				
Clean Entrance Glass	X								
Dust blinds/vents				X					
Dust Mop/wet Mop Hard Floors or Vacuum Carpet Wall to Wall	X								
Spot clean carpets	X								
Spot clean Walls and Doors	X								Up to 72'
Secure Windows and Doors	X								
Change Defective Light Bulbs	X								Reachable with an 8' Ladder
Vacuum Fabric Furniture				X					
Dust Tops of Lockers		X							
Detail Clean Lockers								X	Summer Break
RESTROOMS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
SEE RESTROOM PROCEDURES	X								
WINDOWS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean-outside								X	Summer Break
Clean-inside								X	Summer Break
FLOORS HARD SURFACE	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Buff Tile		X							
Top Scrub and Recoat									These areas must maintain a reading of 65 using a gloss meter set at a measuring angle of 60 degrees. This will be used as a signal for a top Scrub and Recoat.*
Strip and Wax								X	Summer Break
CARPETS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean Carpet by Appropriate Method							X		December 1 - January 31 / Summer Break

***All Floor Finish (wax) must be a sealer finish. Must be able to use on resilient tile, terrazzo, concrete, cork, linoleum or rubber flooring. Must have nonvolatile solids "not to exceed" a minimum of 22% and a maximum total solids of 26.5%. Product must not contain any dark resins. Must have pH level between 8.1 and 8.9. Must respond to buffing and burnishing between 300 rpm and 2000+ rpm. Must meet or exceed slip resistance (ASTMD 2047-93) James Machine 0.5 minimum.**

List of Minimum Required Duties

AREA	GYMS / LOCKER ROOMS*	DAYS PER WEEK	5
-------------	-----------------------------	----------------------	----------

SERVICES PROVIDED	FREQUENCY OF SERVICE								
GENERAL	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	/ COMMENTS
Empty trash cans/Replace liner as needed	X								
Dust all furniture including desks, chairs, tables		X							
Clean and sanitize drinking fountains, sinks, restock supplies	X								
Low dust - including window sills, ledges, moldings,shelves, picture frames, etc. to 36"		X							
High dust - including sheives, molding, ledges, etc. to 72"					2				
Dust/Clean exposed ceiling structures/air supply ducts and vents and surrounding walls and all other flat vertical surfaces.								X	
Clean Entire Glass Doors Inside and Out		X							As Needed
Spot clean lobby glass including front doors and partition glass	X								
Dust blinds/vents						X			
Dust mop/Spot mop hard floors or vacuum carpet floor traffic lanes only	X								
Dust mop/wet mop hard floors or vacuum carpet wall to wall		X							
Spot clean carpets (up to 4" diameter)	X								
Chalkboard / Marker Board Cleaned		X							
Spot clean board trays	X								
Spot clean Walls and Doors	X								
Secure Windows and Doors	X								
Change Defective Light Bulbs	X								Reachable With An 8' Ladder
Weight Room	X								Spot Clean Glass / Sanitize Rubber Mats (Equipment Not Cleaned by Contractor)
Deep Clean Lockers								X	
Seating Areas									Remove Loose Dabris AS Needed
Special Event Coverage									As Required
RESTROOMS / SHOWERS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	/ COMMENTS
SEE RESTROOM PROCEDURES	X								
Remove Soaps and other foreign matter	X								
Sanitize Floors and Walls with Germicidal Disinfectant	X								
Pressure Clean Floors				X					

AREA		GYMS / LOCKER ROOMS** -Cont.							DAYS PER WEEK	5
WINDOWS		Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean-outside									X	Summer Break
Clean-inside									X	Summer Break
FLOORS HARD SURFACE		Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Gym Floors/Re-Coat									X	Contractor Not Responsible for Painting and Restriping; *See Note below for Gym Floor Re-Coat Specifications.
Strip and Wax								X		December 1- January 31/Summer Break
CARPETS		Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean Carpet by Appropriate Method								X		December 1- January 31/Summer Break

*All Gym floors are to be re-coated using a Water Base or Oil Base product.

Two coats required to meet District Specifications.

*Day to day maintenance of the swimming pool at Washington High School is not part of this Agreement.

List of Minimum Required Duties

AREA:	MISCELLANEOUS	DAYS PER WEEK	5
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SERVICES PROVIDED		FREQUENCY OF SERVICE							COMMENTS
GENERAL	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	
Maintain janitor closet in neat and orderly fashion	X								
Clean and inspect equipment	X								
Observe building security and lighting procedures	X								
Notify building contact of any irregularities or equipment malfunctions	X								
Respond to After Hour Alarms	X								As Required
Clean After Hours School Events	X								As Required

List of Minimum Required Duties

AREA:	RESTROOMS	DAYS PER WEEK:	5
--------------	------------------	-----------------------	----------

SERVICES PROVIDED	FREQUENCY OF SERVICE								
RESTROOMS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean, sanitize and polish all R.F. fixtures including toilet bowls, urinals, sinks	X								
Clean all glass and mirrors	X								
Empty all trash cans and disposals, insert liners as needed, spot clean and sanitize container	X								
Empty and sanitize interior of sanitary container	X								
Spot clean walls, doors and partitions	X								
Refill dispensers to normal limits	X								
Low dust - (36") window sills, moldings, ledges, shelves, frames, etc.		X							
Dust all air ducts				X					
High dust - (to 72") shelves, moldings, ledges, etc.		X							
Sweep and damp mop hard floors	X								
Vacuum carpet if applicable	X								
High Use Restrooms									Checked at least 2x daily by Day Custodian
Remove Graffiti Where Possible	X								
Report Plumbing Problems	X								
Scrub Restrooms				X					
Change Defective Light Bulbs	X								Reachable with an 8' Ladder

List of Minimum Required Duties

AREA:	STAIRWELLS/ELEVATORS	DAYS PER WEEK	5
--------------	-----------------------------	----------------------	----------

SERVICES PROVIDED		FREQUENCY OF SERVICE							COMMENTS
GENERAL	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	
Empty trash cans/Replace liner as needed	X								
Sweep / Vacuum	X								
Clean and sanitize drinking fountains, sinks, restock supplies	X								
Low dust - including hand rails, window sills, ledges, moldings, shelves, picture frames, etc. to 36"		X							
High dust - including shelves, molding, ledges, etc. to 72"					2				
Spot Mop	X								
Dust blinds/vents				X					
Dust Mop/Wet Mop Hard Floors or vacuum Carpet Wall to Wall		X							
Spot clean carpets (up to 4" diameter)	X								
Spot clean Walls and Doors	X								Up to 72'
Secure Windows and Doors	X								
Change Defective Light Bulbs	X								with an 8 Ladder
WINDOWS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean-outside								X	Summer Break
Clean-Inside								X	Summer Break
FLOORS HARD SURFACE	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Strip and Wax						X			
CARPETS	Daily	Weekly	X Per Week	Monthly	X Per Month	Quarterly	Semi-Annually	Annually	COMMENTS
Clean Carpet by Appropriate Method							X		December 1 - January 31 / Summer Break

ATTACHMENT F

AGREEMENT FOR CUSTODIAL SERVICES

This Agreement for Custodial Services (the "Agreement"), is made and entered into effective the 1st day of June, 2017, by and between the School Board of Escambia County, Florida, a district school system in the State of Florida (hereinafter referred to as "The Board"), and the signatory party set forth hereafter, which is authorized to transact business in Florida (hereinafter referred to as "Contractor").

WITNESSETH:

Whereas, the Purchasing Department of the District issued a Request for Proposals dated January 10, 2017, entitled "Custodial Services, RFP No. 171201," and all Attachments thereto (collectively, the "RFP"), a copy of which RFP is attached hereto and incorporated herein by this reference as Exhibit A;

Whereas, after free and open competition, the Contractors submitted a proposal, which the parties negotiated to create a conformed Proposals (attached hereto and incorporated herein by this reference as Exhibit B), and was selected as the best responsive and responsible Contractor by the District (the "Proposal");

Whereas, the Contractor is interested in and capable of performing the desired custodial services (hereafter further defined as the "Services") for the District and the Board desires to have the Contractor perform the Services; and

Whereas, the parties have reached an agreement on the Services to be performed and the payment for the same, and therefore wish to set forth this understanding in writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I SCOPE OF SERVICES

- 1.1 The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.
- 1.2 The Contractor shall perform all services, jobs, duties, and functions described in the RFP at the District Schools described in the Proposal, and in accordance with the staffing plan in the Proposal (collectively defined herein as the "Services").

ARTICLE II COMMENCEMENT AND RENEWAL

- 2.1 The Initial Term of this Agreement commences June 1, 2017 and ends June 30, 2017 (subject, however, to the availability of lawfully appropriated funds). Agreement renewals are set forth in Section IV B 5 of the RFP.
- 2.2 The Services shall commence according to the schedule set forth in the RFP, unless the District notifies the Contractor otherwise in writing.

ARTICLE III COMPENSATION

The compensation payable to the Contractor is set forth in the Contractor's completed Attachment C of the RFP (as accepted by the Board), and the amount set forth therein shall be the Board's maximum financial liability to the Contractor.

ARTICLE IV NOTICES

- 4.1 The parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District Director of Maintenance Services and the Contractor, which representatives shall be designated by the parties, in writing, promptly upon commencement of the Services. These procedures shall replace and supersede all processes outlined in any Proposal.
- 4.2 All notices and communications in writing required or permitted hereunder may be delivered by hand, or pre-paid certified mail, return receipt requested, or via overnight delivery (with a courier providing a receipt or tracking for such service) to the representatives of the District and the Contractor set forth below. Until changed by a notice in writing, all such notices and communications shall be addressed as follows:

If to the District:

Escambia County School District
Attn: John Dombroskie, Director of Purchasing
75 North Pace Blvd.
Pensacola, Florida 32505
Phone: (850) 469-6120

With a copy to:

Office of the General Counsel
Attn: Donna Sessions Waters General Counsel
75 North Pace Blvd.
Pensacola, Florida 32505
Phone: (850) 469-6362

If to the Contractor:

See the information set forth in the Contractor's signature page.

ARTICLE V MISCELLANEOUS

- 5.1 Pursuant to the RFP, the Contractor provides the Proposal Bond and the Performance Bond as attached hereto and incorporated herein by reference as Exhibit C. The parties agree that the complete Agreement documents include the following: This Agreement, the RFP (and any associated Addendums) in Exhibit A, a conformed copy of Contractor's Proposal in Exhibit B, the Contractor's bonds attached as Exhibit C. In the event of a conflict or ambiguity among the Agreement documents, then precedence shall be given in the following order: this Agreement, then the RFP, then Exhibit C, and then lastly the Proposal.
- 5.2 In the event the Proposal contained exceptions to the RFP, the exceptions and the Contractor's proposed form of agreement, are all stricken in their entirety and void unless the District affirmatively evidenced its written acceptance of these exceptions on Exhibit B herein.
- 5.3 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

**ARTICLE VI
FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE**

Pursuant to Section 119.0701, Florida Statutes, any contract entered into pursuant to this RFP will require the successful Responder to comply with all public records laws, including the obligations to:

- 6.1 Keep and maintain public records required by the District to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the District. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- 6.2 Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the District's request for records, District shall enforce the provisions in accordance with the contract.
- 6.3 Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to District.
- 6.4 Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL DISTRICT OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850) 469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the District within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

IN WITNESS WHEREOF, the Board and the Contractor have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

SCHOOL BOARD OF ESCAMBIA COUNTY, FL

Form Approved for Escambia County School Board

By: _____

Bill Slayton, Chairman

By: _____

Office of General Counsel

Attest:

Date: _____

By: _____

Malcolm Thomas, Superintendent

Approved by Board on May 16, 2017

[Signature page for Contractor Regarding Agreement for Custodial Services Management with Escambia County School Board]

Responders are instructed to create the Agreement signature page for the entity as follows:

1. Create the signature block for the legally formed entity, signed by a President, Chairman, or Vice President;
2. If an officer other than the President, Chairman, or Vice President signs the Agreement, then an corporate resolution/partnership affidavit/etc. must accompany the Agreement to show the person has the actual authority to bind the Responder;
3. The signature block shall include two witnesses for the officer's signature;
4. Please include the Responders taxpayer identification number, and attach an executed W-9 Form;
5. Finally, please add the address for the Contractor's formal notices (including any and all copy notices) – see Section 4.2 above for the District's notices as an example.

EXHIBIT A
RFP

EXHIBIT B
CONFORMED PROPOSAL

EXHIBIT C-1 and C-2
CONTRACTOR'S PROPOSAL BOND and PERFORMANCE BOND

ATTACHMENT G

FISH Report - Design Code Deletions

Used to establish "cleanable square footage"

CODE	ROOM DESIGN	CODE	ROOM DESIGN
00013	PE Storage (Elementary School)	00530	Masonry Shop
00014	Elementary Covered Play Area	00540	Electronics Shop
00098	PE Storage (Middle/High School)	00545	Electrical Shop
00120	Gymnasium Storage	00555	Plumbing Shop
00121	Other PE Space-Concrete	00560	Paint Shop
00245	Medium Industrial Lab	00565	Welding Shop
00272	Vocational Lab Support Space	00570	Air Conditioning Shop
00308	General School Storage	00575	Carpet Shop
00309	Vault / Student Records	00580	Lock Shop
00330	Custodial Receiving	00585	School Bus Parts Room
00331	Custodial Service Closet	00586	School Bus Machine Shop
00332	Custodial Work Area	00587	School Bus Glass/Upholstery Shop
00333	Flammable Storage	00588	School Bus Body Shop
00334	Custodial Equipment Storage	00589	School Bus Paint/Flammable Storage
00341	Kitchen & Serving Area	00590	School Bus Paint Bay
00342	Kitchen Dry Storage	00591	School Bus Tire Storage & Mounting
00343	Kitchen Office	00592	School Bus Work Bay
00344	Kitchen Garbage Wash	00701	Covered Walkways
00345	Kitchen Nonfood Storage	00702	Mechanical Room
00346	Kitchen Food Preparation	00703	Electrical Room
00347	Kitchen Dish Washing	00707	Telephone Equipment/Comm. Closet
00348	Satellite Kitchen	00801	Firing Range
00349	Kitchen Chair Storage	00805	Kiln
00350	Other Food Service	00808	Material Storage
00364	Stage Storage	00810	Material Storage Large
00368	Textbook Storage	00811	Outside Storage
00372	Ticket Booth	00841	Greenhouse
00419	Ancillary Flammable Storage	00911	Dormitory Bath
00504	Off-Line Equipment	00914	Dormitory Closet
00510	Warehouse Storage	00917	Residence Bedroom
00515	Central Kitchen	00919	Residence Living Room
00520	Carpentry Shop		

ATTACHMENT H

School Site Review and Schedule For Escambia County Public Schools

As part of the custodial services solicitation process, a schedule has been developed to allow for site reviews of schools within Cleaning Zone 3 of the District. The site review period is from January 24th through January 27th. Site reviews will kick off after the **MANDATORY** Pre-Proposal Conference at the District's J.E. Hall Center Administration Complex, 30 E. Texar, Pensacola, Florida on Tuesday January 24, 2017 at 9:30 a.m. CST in the Maintenance Department's Conference Room. Further Information will be provided at this meeting and any questions from potential Responders answered. At the conclusion of the conference those in attendance will be given the opportunity to tour all school sites to survey the custodial needs of the District until 3:00 p.m. that day. The sites will continue to be available 9:00 a.m. to 3:00 p.m. daily up to and including Friday, January 27, 2017. Survey teams are limited to four (4) individuals. District staff will not accompany any Contractors to the schools. But, once on school grounds, Contractors must check-in with the administrative office to sign-in and received visitor badges. From that point forward they will be escorted by school personnel.

Firms desiring to review schools will be allowed to schedule representative(s) for these schools by contacting John Dombroskie, Director of Purchasing at jdombroskie@escambia.k12.fl.us with their names and contact information not earlier than 7:30 am CST on Wednesday, January 18th and no later than 4:00 pm CST on Monday, January 23rd. The Purchasing Department will notify the schools of the pending visit(s) and then supply the Contractor with a letter to shown to the school's staff granting access. Visits prior to confirmation by the Purchasing Department are prohibited.

ATTACHMENT I

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension 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," and "voluntarily excluded," 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 those regulations.
5. The prospective lower tier participant agrees by submitting this proposal 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 proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 Nonprocurement 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 originated may pursue available remedies, including suspension and/or debarment.

Certification

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

ATTACHMENT J

CUSTODIAL INSPECTION REPORT

LOCATION: _____

DATE _____

ZONE: _____

TOTAL SCORE%

INSPECTED BY (Title): _____
NAME _____

A	=	90% - 100%
B	=	80% - 89%
C	=	65% - 79%
D	=	50% - 64%
F	=	Below 50%

Scoring Scale: 10 9 8 7 6 5 4 3 2 1

1) Gym/Locker Rooms

	#	#	#	
Floor clean of dirt & debris?				
Corners & baseboards clean?				
Lockers clean?				
Sinks & fixtures clean?				
Urinals & bowls clean?				
Bathroom supplies stocked?				
Lights, Bulbs/cover				
Walls/vents				
Total points:				
Maximum points:				

TOTAL

2) Hallways

	#	#	#	#	
Floor clean of dirt & debris?					
Corners & baseboards clean?					
Ledges free of dust?					
Drinking fountains clean?					
Walls clean & graffiti clean?					
Lights, Bulbs/covers					
Shine/Floor					
Vents					
Total points:					
Maximum points:					

TOTAL

3) Administrative Offices

	#	#	#	
Floor clean of dirt & debris?				
Carpet vacuum & clean?				
Corners & baseboards clean?				
Wastebaskets clean?				
Walls/Windowsills				
Furniture clean & orderly?				
Lights, Bulbs/cover				
Vents, Blinds				
Total points:				
Maximum points:				

TOTAL

4) Clinic

	#	#	
Floor clean of dirt & debris?			
Corners & baseboards clean?			
Walls & mirrors clean?			
Trash cans emptied & cleaned?			
Lights clean & working?			
Sinks & fixtures clean?			
Restroom supplies stocked?			
Lights, Bulbs/covers			
Restrooms			
Vents			
Eyewash station clean?			
Total points:			
Maximum points:			

TOTAL

5) Stairwells & Elevators

	#	#	#	
Stairwells mopped & clean?				
Ledges free of dust?				
Stairwells free of graffiti?				
Elevators walls/floors clean?				
Media Center?				
Cafeteria/Dining Area?				
Total points:				
Maximum points:				

TOTAL

6) Custodial Storage

	#	#	
Cart clean & stocked property?			
Floor clean?			
Dry & wet mop clean?			
Chemicals stored property?			
Sink/drain clean & odor free?			
Paper supplies off the floor?			
Equipment clean & running?			
Bottles labeled?			
Total points:			
Maximum points:			

TOTAL

CUSTODIAL INSPECTION REPORT

7) Restrooms

	#	#	#	#	#	#	#	#
Floor clean of dirt & debris?								
Comers & baseboards clean?								
Walls clean & free of graffiti?								
Stalls clean & graffiti free?								
Wastebaskets clean?								
Ledges free of dust/Windowsills?								
Mirrors/glass clean?								
Sinks?								
Urinals clean?								
Paper/soap supplies stocked?								
Room odor free?								
Lights, Bulbs/Cover								
Vents free of dust?								
Toilet Bowl & Base clean								
Total points								
Maximum points								

TOTAL

8) Classrooms - Rm

	#	#	#	#	#	#	#	#
Baseboard/corners clean?								
Walls/Windowsills								
Floor clean of dust/debris?								
Wastebaskets clean?								
Floor has a nice shine?								
Carpet clean & free of stains?								
Lights clean, Bulbs/cover								
Glass clean?								
TV stands & file cabinets								
Vents free of dust?								
Blackboards clean/Chalk tray								
Sinks clean?								
Desk tops?								
Total points								
Maximum points								

TOTAL

CUSTODIAL INSPECTION REPORT

Total for all categories:

Total Points:

Maximum Points:

- 1) Gym/Locker Rooms
- 2) Hallways
- 3) Administrative Offices
- 4) Clinic
- 5) Stairwells/Elevators
- 6) Custodial Storage
- 7) Restrooms
- 8) Classrooms

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total Scores

÷

=

Total Score %

Administrative Signature _____

Head Custodian Signature _____