

***Monroe County School District***

***REQUEST FOR PROPOSAL***

***RFP 2019914***

**Custodial Services**



*Members of the Board*

*District # 1*

**BOBBY HIGHSMITH**  
**Chairman**

*District # 2*

**ANDY GRIFFITHS**

*District # 3*

**MINDY CONN**  
**Vice-Chairman**

*District # 4*

**JOHN R. DICK**

*District # 5*

**SUE WOLTANSKI**

**Mark T. Porter**

***Superintendent of Schools***

**Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.**

**Be sure to include the name of the company submitting the proposal where requested.**

**Cut along the outer border and affix this label to your sealed envelope to identify it as a “Sealed Proposal”.**

**SEALED PROPOSAL • DO NOT OPEN**

SOLICITATION NO.: RFP 2019914

SOLICITATION TITLE: Custodial Services

SUBMISSION DUE: March 13, 2019 at 9:00 AM

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO:

MONROE COUNTY SCHOOL DISTRICT

ATTN: Internal Services Department / Purchasing Division

241 Trumbo Road

Key West, FL 33040

**From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on [www.demandstar.com](http://www.demandstar.com). You should periodically check the Web site to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.**

## **RFP 2019914 – Custodial Services**

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**REQUEST FOR PROPOSAL**

**NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on March 13, 2019 at 9:00 AM the School Board of Monroe County (the “School District” or “School Board”) will open sealed proposals for the following:**

**RFP 2019914  
Custodial Services**

**Specifications and proposal documents may be requested from Demand Star by Onvia by calling 1-800-711-1712 or by going to the website [www.demandstar.com](http://www.demandstar.com) . The public record documents are available on the district web site at [www.KeysSchools.com](http://www.KeysSchools.com) or by contacting the Internal Services Department / Purchasing Division, 241 Trumbo Road, Key West, FL 33040.**

**Questions regarding the proposal should be directed by e-mail to Jessica Bailey – Buyer, [Jessica.Bailey@KeysSchools.com](mailto:Jessica.Bailey@KeysSchools.com).**

**All proposals must be received by the Internal Services Department / Purchasing Division on or before March 13, 2019 at 9:00 AM. No waivers shall be allowed for proposals which have not been submitted to the Internal Services Department / Purchasing Division by the deadline date. One (1) signed original, four (4) copies, and one (1) electronic copy (PDF format – saved as one document which must be submitted with the bid package – it cannot be emailed) of the proposal package are to be submitted to:**

**Monroe County School District  
Administration Building  
Internal Services Department / Purchasing Division, Room 119  
241 Trumbo Road  
Key West, Florida 33040**

**The Monroe County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.**

**All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).**

**Recommendation to the District School Board of Monroe County will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the board to be in the best interest of Monroe County.**

**Suanne C. Lee, CPPO, CPPB, FCRM, RMLO  
Director of Internal Services**

**Released in Key West, Florida, February 7, 2019**

**RFP 2019914 – Custodial Services**

***District School Board of Monroe County  
Internal Services Department / Purchasing Division***

***PROPOSAL FORM***

**RFP 2019914 – Custodial Services**

***BID DUE /BID OPENING DATE/TIME: MARCH 13, 2019 AT 9:00 AM***

***RETURN ONE (1) SIGNED ORIGINAL, FOUR (4)  
COPIES, AND ONE (1) ELECTRONIC COPY (PDF FORMAT)  
OF THE PROPOSAL. NO OTHER PROPOSAL  
FORM WILL BE ACCEPTED***

\_\_\_\_\_  
***NAME OF COMPANY***

***PLEASE BE SURE THAT THE NAME OF  
YOUR COMPANY APPEARS ON EACH  
PAGE OF THIS PROPOSAL FORM.***

\_\_\_\_\_  
***ADDRESS OF COMPANY***

\_\_\_\_\_  
***PRINT NAME OF AUTHORIZED SIGNATURE***

***IF SIGNED BY AN AGENT OF NAMED COMPANY  
WRITTEN EVIDENCE FROM THE OWNER OF  
RECORD OF HIS/HER AUTHORITY MUST  
AUTHORITY MUST ACCOMPANY THIS PROPOSAL.***

\_\_\_\_\_  
***EMAIL ADDRESS***

\_\_\_\_\_  
***TELEPHONE No.***

\_\_\_\_\_  
***FAX***

**Proposal Certification**

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 58 inclusive of this Request for Proposal, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of  
Proposer's Authorized Representative (blue ink preferred on original) \_\_\_\_\_ Date \_\_\_\_\_

Name of Proposer's Authorized Representative \_\_\_\_\_ Title of Proposer's Authorized Representative \_\_\_\_\_

## RFP 2019914 – Custodial Services

### Scope of Work

#### I. General

A. The Monroe County School District (MCSD) is requesting proposals for custodial services. This service contract is anticipated to start July 1, 2019 and will be for one year with the option to renew for up to three additional years.

B. **MANDATORY WALK THROUGH** - There will be a mandatory building walk through to examine the spaces and equipment.

1. The middle and upper keys will be February 19, 2019 at 9:00 AM. We will meet at the Key Largo School office located at 104801 Overseas Highway, Key Largo, FL 33037.
2. The Key West area will be February 20, 2019 at 8:00 AM. We will meet at MCSD Administration Building at 241 Trumbo Rd, Key West, FL 33040.
3. School inspections other than the mandatory walk through shall be coordinated with each individual school. Vendors require escorts when students are on campus.

#### C. Contract Phase

1. Insurance including workers compensation insurance shall be maintained at the levels specified in the contract made with the District.
2. Communication
  - a. During the contract period provide a management level contact for school administrators to discuss concerns regarding services or performances. Vendor management is solely responsible for performance and discipline of its employees.
  - b. The contractor shall designate a Lead Custodian to be used by the office for communicating routine school needs. This position must be able to communicate in English.
  - c. The contractor shall designate a Day Custodian who will communicate with the office often during the day to respond to the school's needs. This position must be able to communicate in English.

#### 3. Transition Plan

- a. We anticipate awarding this contract in April of 2019. During the time between the award and the new contract start date this contractor will need to make the required arrangements for a smooth change of services. This includes items like hiring staff, purchasing and delivering contractor provided supplies, and coordinating durable equipment needs. It is imperative that the summer cleaning program continue as planned. Careful and professional collaboration will be required by all involved in the transition.
- b. Please provide a brief narrative of your company's anticipated plan.

## **RFP 2019914 – Custodial Services**

- D. All contracted personnel that will be contact points for the office must be able to communicate orally and in writing using English.
1. This specifically includes the Managers, Day Custodians, and Lead Custodians. This does not apply to a substitute on temporary assignment. A site shall not have a non-English speaking substitute for more than five days in a row or 10 days total per calendar month.
  2. These people shall be on site at all times to act as liaison between any non-English speaking workers and site administration. This is to ensure complete understanding of issues being discussed.
  3. Failure to do so will result in the following: 1st offense - \$500.00 fine, 2nd offense \$1,000.00 fine, 3rd offense – vendor will go on 30 day notice that contract is being terminated.
- E. The District reserves the right to audit the contractor relating to this contract including but not limited to; general records, payroll records, staffing, benefits, supplies, materials, and equipment. The contractor is to provide full cooperation and disclosure. Failure to comply with audit requests will be considered grounds for contract cancelation.
- F. Damage – The contractor shall perform the necessary custodial duties in such a manner that it does not damage property. In the event damage occurs to property by the contractor under work being performed under this contract, then it shall replace or repair the same at no cost to the District. If damage caused by the contractor has to be repaired or replaced by the District, then the cost of such work shall be deducted from any monies due the contractor. The contractor shall be responsible for the repair/replacement to the satisfaction of the District representative. This includes damages to flooring systems due to improper cleaning techniques.

## **II. Staffing**

- A. Staffing levels shall be determined by the contractor in their proposal. The minimum acceptable level is 1 custodian per 26,000 gross square feet for schools and 1 custodian per 40,000 gross square feet for administrative areas, based on the square footage provided with this specification in Appendix C. These square footages are based on the Florida Inventory of School Houses (FISH) database. The square footages include covered walkways and patios. The contractor may choose to provide additional staffing if they feel it is needed to correctly perform the work.
- B. Provide with your proposal a list of proposed staffing levels by site.
- C. Staff shall work in a harmonious manner with other custodial staff, managers, and district personnel to accomplish the work in this specification. Staff not capable of working harmoniously with others shall be removed from the jobsite and replaced. Belligerent, aggressive, or harassing behavior to any others on the work site will not be tolerated. This contractor will ensure that any of their employees behaving in this manner are removed from the job site immediately and that appropriate progressive discipline measures are taken.

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### **D. Positions**

1. Custodial Managers - This contractor shall provide three full time custodial managers. These people shall oversee the quality and quantity of work performed by each school's team. These managers shall have full time shifts primarily between the hours of 12:00 PM and 11:30 PM. These managers shall use daily supervision, inspections, check lists, and training as a minimum to verify the work of this contract is carried out on a daily basis. Each manager will be assigned a geographic area; Key West and Stock Island, Sugarloaf through Marathon, and Tavernier through Key Largo.
2. Lead Custodians - Each school's cleaning team shall have a foreman or Lead Custodian. This person must be able to communicate clearly with the school office staff verbally and in writing, in English. This employee shall check in with the office daily to coordinate special needs or concerns. They must be able to use School Dude to request repairs and supplies via maintenance work order. Must verify site is secure at the end of the work shift and school activity for the day.
3. Day Custodian – Each of the District's schools shall be provided with a full time Day Custodian. This person shall work daily in the cafeteria and on the items requested by the school. This job requirements are as follows:
  - a. Be mechanically inclined and capable of using hand tools to make small repairs.
  - b. Have a general knowledge of building operations.
  - c. Be capable of performing heavy work in hard conditions including occasional lifting of up to 80 pounds and frequent lifting of up to 40 pounds.
  - d. Have a basic understanding of the operation of commercial toilets. Be able to turn the water on and off to a toilet and clear clogged toilets with a hand snake and plunger.
  - e. Be capable of replacing batteries in flush-o-meters, sink faucets, clocks, and similar items.
  - f. Have mathematical skills to review daily water readings and determine if there is an abnormal water flow situation.
  - g. Be able to clearly communicate with school administration verbally and in writing using English.
  - h. Perform the Day Custodian's duties that include but are not limited to:
    - 1) Minimum of 3.5 hours per day in cafeteria school food service duties. At all summer school sites it shall be 2.5 hours per school day during summer school.
    - 2) The school may request the day custodian to do additional cafeteria duties at their discretion.
    - 3) Open school in the morning. Lock and unlock security gates as directed by the school office during the day.
    - 4) Report any and all problems, issues, and emergencies to school administration immediately upon discovery. Pass on problems and issues that occurred on the night shift to the office.
    - 5) Take care of emergencies and small requests as directed by school or facility administrator.



## **RFP 2019914 – Custodial Services**

- 6) Provide emergency clean up service as needed by the school to address situations arising from sick children or other school day incidents.
  - 7) Restock heavily used restrooms in mid-morning. Clean if conditions require.
  - 8) Plumbing – clear clogged toilets with handheld snake and plunger. Replace batteries in flush valves.
  - 9) Playgrounds – perform daily raking and cleaning of use areas.
  - 10) Sidewalks – use blower or broom to clean as requested by the school.
  - 11) Material handling of items around the school.
  - 12) Communicates daily with school administration on needs of the school for that day. The school may choose to provide a radio or email account to streamline communication.
  - 13) Notify school administration of needed maintenance work orders.
4. Custodian – This contractor shall provide sufficient custodial staff to meet the requirements of this specification. Custodial staff must be capable of performing heavy work in hard conditions including occasional lifting of up to 80 pounds and frequent lifting of up to 40 pounds. Second shift custodial staff shall clean up cafeteria after any after school meals, day care, or dinner programs. In addition to cleaning this staff shall spend up to four hours per day per site averaged out over a week, doing the following types of duties. Custodial staff shall document there work on these items using the Districts School Dude WO system.
- a. Changing light bulbs up to 18 feet high. This includes all interior lights and exterior hall or walkway lights.
  - b. Perform maintenance and repair work to Custodial cleaning equipment.
  - c. Provide minor maintenance services to the school when requested.
  - d. Be capable of using drills and fasteners to hang pictures, bulletin boards, white boards, and similar items.
  - e. Be capable of reading technical instructions to assemble school related items.
  - f. Be capable of using tape measures and levels to correctly hang items on the wall.
  - g. Be capable of assembling and repairing school and office furniture.
  - h. General – assist in teacher requests like mounting white boards, pictures, pencil sharpeners and assembling new furniture.
  - i. Replace missing, stained, or damaged ceiling tiles.
  - j. Minor repairs to existing furniture like chair glide replacement, swapping table legs, and minor repairs to cafeteria furniture.
  - k. Touch up painting around the school.
  - l. Be capable of replacing batteries in flush-o-meters, sink faucets, clocks, and similar items.
5. All custodial staff must be capable and trained to do the following:
- a. Change incandescent and fluorescent light bulbs up to 18' high.
  - b. Clear clogged toilets with a hand snake or plunger.
  - c. Turn off toilets, urinals, and sinks at stop valves.
  - d. Replace damaged or stained ceiling tiles up to 18' high.
  - e. Clean light fixture lenses up to 18' high.
  - f. Clean security camera lenses up to 18' high.

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- E. During the school year if a day custodian is out, this position shall be covered by a substitute or other custodians working overtime. This contractor shall maintain sufficient staff and substitutes to cover all positions on a daily basis.
- F. If the contractor is not able to cover a position the owner shall receive a credit for that in the monthly invoicing. With each invoice provide documentation of shifts worked and credit the owner with time missed. This documentation shall be by site for each week in the billing period (submit samples of this with your proposal). At a minimum it shall have the total hours contracted for work, a list of workers by site with their hours worked, the difference to be credited, and a signature from a management level employee indicating the information has been reviewed and is accurate.
- G. Staff absenteeism does not relieve this contractor from performing the duties of this specification. Sufficient staff or overtime shall be used to ensure the duties are performed.
- H. All staff shall be badged through the District personnel office. This ID badge is to be worn at all times while on the campus. The costs associated with badging their employees shall be included in this contract.
- I. Custodial staff shall wear company shirts of the same color with the company's logo to allow for their identification on the school grounds.
- J. Employees used in this contract shall be provided with a health benefit package that is compliant with the Federal Affordable Healthcare Act.
- K. The contractor is required annually to train their staff in safe work principles included but not limited to:
  - 1. Blood borne pathogens
  - 2. Hazard communication and the importance of Material Safety Data Sheets (MSDS)
  - 3. Personal protection equipment (PPE)
  - 4. Basic electrical safety
  - 5. Ladder and elevated surface safety.
- L. The contractor is required to train their staff in all cleaning AND safety procedures prior to them starting work on the school jobsite. Training shall include manual techniques, procedures, and apparatus training. Provide the district with copies of training programs and sign in sheets from training sessions. All staff must be trained to:
  - 1. Clear clogged toilets with plungers and hand snakes.
  - 2. Secure running water at plumbing fixtures by turning off the stop valve.

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3. Working from a ladder for high cleaning, light lens cleaning, security camera cleaning, light replacement, and ceiling tile replacement.

### **III. Security**

The contractor shall be responsible for training employees in security requirements for each site and shall be responsible for the enforcement of the same. This contractor will provide staff to secure the District school buildings each day of the 254 day District work year. Each building will be secured at the end campus activities for that day. All security gates requested to be closed shall be closed at the time requested by the office or site administrator.

- A. Keys which may be distributed at the beginning of each work period shall be returned to the appropriate supervisor at the end of each work period. Keys which will be required by the contractor and employees will be approved by each site and will be controlled by an individual named after the award of this contract. The contractor shall be responsible for the security and appropriate use of the keys which may be issued. The contractor shall be responsible for all costs associated with replacement and rekeying and any additional cost resulting, due to loss of keys.
- B. The contractor's personnel shall not allow any unauthorized persons in the school building. This includes children, friends, family, past employees, students after hours, and persons claiming to be staff without appropriate District identification.
- C. When it is determined that a building has been left unsecured due to the negligence on the part of the contractor, there will be a damage charge of \$20/hour, time determination being from when a District on-call person is notified until the building is secured again.
- D. To prevent staff schedules from presenting problems in securing the buildings, the majority of the custodial cleaning staff shall work night schedule at the following times:
  1. The week the teachers report back prior to the school year.
  2. All normal school days with students including Florida Keys Community College classes at Coral Shores High School and Marathon High School.
  3. The entire week after the student last day including any teacher work days.
  4. All sites and times where FKCC hosts evening classes during the summer.

### **IV. Cleaning supplies**

- A. All cleaning supplies must meet the requirements of the following:
  1. State requirements for Educational Facilities (SREF)
  2. State EPA requirements.
- B. Cleaning supplies for daily cleaning shall be non-caustic.

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- C. The contractor shall maintain an onsite list of Safety Data Sheets for all products used. An additional copy shall be given to the school to keep in their SDS notebook.
- D. If pricing is equal the District has a preference for Green Certified cleaning products.
- E. Under no circumstances shall bleach or acid type cleaners be used in bathroom areas.
- F. In addition to cleaning chemicals the contractor shall provide other cleaning supplies as needed to perform the work in a safe and efficient manner. These items are non-durable cleaning items including but not limited to:
  - 1. PPE devices like gloves, masks, respirators, aprons, smocks, safety glasses and face shields.
  - 2. Brooms, mops, dust mops, mop heads, cleaning sponges, scrubbers, squeegees, cleaning pads, mop buckets.
  - 3. Dusters and extension poles to reach high areas.
  - 4. Consumables like propane for burnishers, belts, cleaning apparatus filters.
  - 5. Vacuum parts including belts, impellers, beater bars and cords.
  - 6. Parts and batteries for cleaning durable cleaning machines owned by the district.
  - 7. Plungers and hand snakes for clearing toilets.
  - 8. Hand tools for repairing custodial equipment and securing running water.
  - 9. Tools used by Custodians including drills/hammer drills, hand snake, plungers and hand tools that would be required to perform the duties described in this specification.
  - 10. Any and all items required to perform the duties in this specification in an efficient, professional, and workmanship like manner unless specifically indicated to be provided by the district.
- G. The school district is currently stocked with most durable cleaning apparatus required. Under this contract the contractor shall provide repair and replacement of this equipment based on the budget submitted. This contractor is required to provide all equipment needed to perform the tasks described in this request. Provide with your bid proposal a budget of durable equipment needs not to exceed \$25,000 per year. The District will agree to purchase the budgeted equipment throughout the year as needed. All provided equipment becomes the property of the District. The contractor is to provide all cleaning devices including but not limited to:
  - 1. Carpet extractors
  - 2. Rotary floor machines and floor auto scrubbers.

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3. Carpet and shop style vacuums.
  4. Floor burnishing machines.
  5. Custodial carts and trash haulers.
  6. Replacement trash cans.
  7. Replacement entry mats.
  8. Hand tools and cordless drill for Custodian repairs and repairs of equipment.
  9. Painting tools including brushers, rollers, frames, and trays for touch up painting.
  10. Ventilation and floor drying fans.
  11. Dehumidifiers for drying carpets.
- H. The contractor is to follow all District policies concerning property control. A running inventory shall be kept at all times. Annually or as requested by the District the contractor shall provide inventory records of District owned cleaning equipment. The contractor is to fully cooperate in District annual inventory procedures.

### **V. Paper, Plastic, and Other Consumable Products**

In general this contractor will provide all paper products and plastic trash bags as outlined in this specification. In addition this contractor shall provide miscellaneous items for the Day Custodian as described below.

#### **A. Provide other consumable products as follows:**

1. Batteries for flush-o-meters, faucets and room clocks. Flush-o-meter batteries shall be replaced in early August and Christmas break at a minimum. Develop and use a log/check list to document locations and date of replacement. Submit this with invoicing of batteries purchased to validate replacement.
2. Waterless urinal cartridges for existing waterless urinals. Replace early August and Christmas breaks at a minimum. Develop and use a log/check list to document locations and date of replacement. Submit this with invoicing of cartridges purchased to validate replacement.
3. Various screws, anchors, nuts, bolts, nails, or other hardware needed for performing the custodian duties listed in this spec.
4. Replacement chair glides for school desks.

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5. The District will be responsible for providing touch up paint of the correct color and replacement ceiling tiles.
- B. The District has receptacles and dispensers in appropriate locations. The vendor may choose to use a more efficient product provided that they supply the appropriate dispensers in the appropriate locations. All new or different products must be cleared in writing by the Director of Maintenance. All dispensers shall be installed and replaced as needed by the vendor. All installed dispensers become property of the District once installed. Any cosmetic damage created in switching dispensers shall be corrected by the contractor within 30 days.
- C. Toilet paper shall be provided for each toilet facility in the district. This includes restrooms located in the cafeteria kitchens.
  1. The contractor is responsible for ensuring toilet paper is available at each dispenser at all times.
  2. Missing or damaged dispensers should be reported to the school office the day they are discovered. The office will generate a work order to have the dispenser corrected.
  3. The minimum quality standard for toilet paper is Georgia Pacific, Kimberly-Clark, Renown, Eco Soft, or equal, 500 sheets per roll, 2 ply. Toilet paper must meet the federal EPA guideline for post-consumer wastepaper content. The paper shall contain no pigments, inks, dyes or fragrances. The paper processing cannot have bleaching with chlorine or any of its derivatives.
- D. Paper towels shall be provided at all existing dispensers. Toweling shall be stocked to ensure towels are available for use at all times.
  1. Locations are as follows.
    - a. All bathrooms with a dispenser unless provided with an electric hand dryer.
    - b. All pre K – grade 3 classrooms.
    - c. All classroom sinks.
    - d. All shop and art rooms that have dispensers.
    - e. Cafeteria kitchen restrooms.
  2. Minimum quality shall be as follows
    - a. Paper towels must meet the federal EPA guideline for post-consumer wastepaper content.
    - b. They shall be 100% recycled fibers and shall have a minimum of 40% post-consumer wastepaper product.
    - c. The paper shall contain no pigments, inks, dyes, or fragrances.
    - d. The paper processing cannot have bleaching with chlorine or any of its derivatives.
  3. Plastic garbage bags are to be provided by the contractor to address the school garbage needs.

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- a. Coordinate with the Food Service Department to verify their needs for garbage bags.
- b. Include liners for feminine hygiene receptacles.

### **VI. Office and Storage Space**

The contractor is responsible for providing their own office and storage needs. Current areas used for custodial services will remain available for the contractor including custodial office space. The preference is for storage of all supplies and equipment to be limited to these areas. If required the District will work with the contractor to provide additional storage off site at other District facilities. This space would be limited to less than 500 square feet per each of the three geographic areas (upper, middle and lower Keys). This storage would only be for items to be used under this contract.

- A. The District assumes no responsibility for items lost, stolen or damaged when stored on District property.
- B. District employees with the permission of the site administration or Maintenance administration may utilize all items stored on premises to address school cleaning needs.
- C. These spaces shall be kept clean, organized, and serviceable at all times.

### **VII. Cleaning Requirements**

- A. During the School Year – During the evenings the schools are maintained in the 80's to conserve energy. Custodial staff will work in the maintained conditions.
- B. All cleaning activities shall be coordinated with the school office to avoid interruption to the school day and scheduled evening programs. Normal cleaning shall be scheduled for the period after school is released in the afternoon.

#### **1. Daily:**

- a. All trash removed from the school to school dumpsters.
- b. Remove recycling items to recycle bins by school dumpsters – break down all cardboard boxes prior to putting in the recycling bin.
- c. All bathroom mirrors, floors and fixtures cleaned and disinfected. This includes P.E. shower areas and any detached field bathrooms. Replace liners in all waste and feminine hygiene receptacles.
- d. Clear clogged toilets with plunger or hand operated toilet snake.
- e. Replace batteries in flush-o-meters and faucets if inoperable.
- f. Replace urinal cartridges as needed.
- g. Clean and sanitize water fountains.
- h. Stop running water at angle stop or service valve. Report via work order. During all shifts custodial staff must be able to secure running water.
- i. Resupply soap and toilet paper.
- j. Report broken or damaged items in building via School Dude work order.
- k. Bathroom ceilings, walls and partitions inspected and cleaned as needed.
- l. Remove graffiti daily.

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- m. Clean all dry erase and chalk boards unless noted with “DON'T ERASE” with a date.
- n. Sweep or dust mop classroom floors if tile, vacuum if carpet. Wet spot clean as needed.
- o. LVT floors shall be swept daily. Clean spills daily.
- p. Clean sliding door tracks daily to remove sand and dirt.
- q. Clean elevators daily including sills. Remove all finger and hand prints from the metal surfaces.
- r. Gym floors swept daily.
- s. Clean student desktops and door hardware.
- t. Coordinate the cleaning of teacher work area so as not to disrupt the teacher.
- u. Vacuum all door entry mats. Clean floor under mat.
- v. Clean stairs and areas under stairs.
- w. Police campus for litter.
- x. Sweep or blow off outside sidewalks, covered walkways, and patios as needed or as requested by the school.
- y. Rake playground mulch to level and fill low spots and clean poured in place playground surfacing.
- z. Athletic field bleachers shall be cleaned daily after an event. They may be cleaned as needed not to exceed weekly if only used for PE and practices.
- aa. Turn off school lights prior to leaving.
- bb. Check water meter after 9:00 p.m. to verify no running water. Record readings on District form. Report high daily flow via a work order. Lead or Day Custodian to investigate and remedy if possible the source of the high flow.
- cc. Verify all AC units have shut down and override switches are turned off.
- dd. Foreman or Lead checks school and completes school check list. Signed copy is left with office along with work order requests for damaged items noted daily. As an option the Lead Custodian may enter the Work Order Requests into School Dude directly.
- ee. Secure and lock school at the end of cleaning shift. Lock and unlock security gates as directed by the school office during the day.
- ff. Additional Facilities – The following facilities also need to be cleaned:
  - 1) Transportation/ Maintenance Facility (MM90) – Office areas only.
  - 2) Administrative Annex Facility (MM 89.9).
  - 3) Founders Park baseball restrooms and locker rooms. Starts January 1 and ends June 30.
  - 4) Tommy Roberts Memorial Stadium restrooms (year round).
  - 5) Rex Weech Field restrooms (year round).
  - 6) All indoor and outdoor bleachers are to be cleaned after each day after they are used.
- gg. Coordinate with the Food Service Department on needs for cleaning during meal times. From the serving line out into the dining room is to be covered in this contract. Provide a separate price for each school for this work. The price shall be based on 4 hours per day. This includes:
  - 1) Table and floor cleaning after each meal in dining area.
  - 2) Removing dining trash out of cafeteria/kitchen and into the dumpster.



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- 3) Mopping the dining area after the last meal is served including afterschool or dinner meals that are part of the School Food Service program.
- 4) Cafeteria is to be left clean each night ready for the next day.

### **2. Weekly:**

- a. Replace trash can liners. This must be done daily if food or drink is present.
- b. Clean white board trays.
- c. Dust classrooms including technology like computers, printers, and phones.
- d. Damp clean window sills and frames.
- e. Power scrub bathroom floors
- f. Mop classroom tile floors and clean baseboards.
- g. Power scrub LVT hallways, open spaces, and gym floors and clean associated baseboards.
- h. Interior and exterior door sills and thresholds shall be cleaned.
- i. Spray and buff or burnish vinyl tile floors to restore sheen in lobbies, halls, pods, and common areas.
- j. Dust mop gym floors.
- k. Damp mop LVT floors with manufacturer approved cleaners only.
- l. Sweep or blow off all exterior walkways.
- m. Deep clean poured in place playground fall zone surfacing per manufacturer's instructions.
- n. Clean school windows, lights, fans and other features up to 26' high. This is based on the use of a 14' step ladder yielding a worker height of 16' plus the use of a 10' extension pole with duster.
- o. Replace burned out fluorescent and incandescent light bulbs in ceilings up to 18' high. Custodians must be capable of working safely from step ladders up to 14' in height. The contractor is to provide bulbs that are 41,000 K color temperature. Lights that vary from that color temperature are not acceptable. Lights must be matched to the ballast of the fixture. LED luminaries are not included in this contract and will be addressed by the maintenance department.
- p. Provide, check and repair chair glides.
- q. Clean bleachers, removal all trash, sweep, mop, and clean floor underneath.
- r. Email or fax water readings to District Maintenance office.

### **3. Monthly:**

- a. Clean AC vents, pendant lights, and other elevated features. If over 18' use dusters with extension poles to clean. Include cafeteria kitchens. Coordinate access with cafeteria managers.
- b. Restore worn or dirty areas in tile floors.
- c. Remove gum on sidewalks, courtyards and walkway covers.
- d. Remove trash from top of walkway covers.
- e. Deep clean bathroom floors.
- f. Dust all walls.
- g. Clean walk off carpets and mats with an extractor. Dry thoroughly before replacing.
- h. Clean all student desk and chair surfaces.

## **RFP 2019914 – Custodial Services**

- i. Clean security camera lenses. Blow off loose dirt and debris with canned air, wipe with microfiber towel, then clean with microfiber towel wetted with CCTV lens cleaner.
  - j. Clean and organize custodial closets and receiving areas.
4. Winter and Spring Breaks:
- a. Refinish VCT areas that are worn or dirty and have lost sheen.
  - b. Clean LVT flooring per manufacturer's written instructions.
  - c. Clean and extract carpets per manufacturer's specifications.
  - d. Pressure wash exterior windows.
  - e. Pressure wash entry ways and exterior walkway areas.
  - f. Replace all urinal cartridges during Winter Break.
- C. Summer Cleaning – During the summer school areas are air conditioned in the 80's to conserve energy. Custodial staff will work in the maintained conditions. Submit school by school plans that indicate dates and areas to be cleaned. Review with school, maintenance, and IT departments. Plans should show work on a week by week breakdown. Each Monday during the summer update based on the prior week's progress.
- 1. Continue normal service for summer programs including:
    - a. Summer school
    - b. FKCC classes
    - c. School programs like CAMP
    - d. Adult Education
    - e. School offices
    - f. 12 month departments like Maintenance, Transportation and Administration.
    - g. These areas shall be deep cleaned after the summer term.
  - 2. Remove all furniture from classrooms except computers and computer tables. These may be carefully moved but not disconnected.
    - a. Rooms are not to be emptied until cleaning process is ready to start.
    - b. Do not empty an area that is not set for cleaning within the next three days.
  - 3. Clean furniture including removal of gum and graffiti.
  - 4. Clean ceilings, light fixtures, AC vents and fans.
  - 5. Deep clean high areas removing all dust.
  - 6. Wash/clean walls. Note areas needing maintenance painting and submit to school office for work order submittal.
  - 7. Clean all chalk and white boards.
  - 8. Carefully clean computers and computer tables without disconnecting them.

## **RFP 2019914 – Custodial Services**

9. Clean all permanent fixtures and furniture.
  10. Clean LVT flooring per manufacturer's written instructions.
  11. Strip and refinish VCT floors
    - a. Apply adequate coats of finish to last through Winter break as a minimum.
    - b. Burnish all floors to a deep glossy shine.
    - c. Use ventilation fans during the stripping and burnish stages to remove fumes.
    - d. Use signage and caution tape to maintain a safe work area.
  12. Clean and extract all carpet floors.
    - a. Spot clean heavy stains.
    - b. Use fans and dehumidifiers to dry carpet to prevent souring. Fans are located in each area. Dehumidifiers are checked out from the maintenance department via work order.
  13. Return furniture to classroom. Arrange the furniture the way it was found before cleaning.
  14. Pressure wash exterior walkway areas, patios, and entry ways.
  15. Deep clean cafeteria kitchen and CTE kitchen including walls, floors, and equipment exterior surfaces.
  16. Unoccupied storage rooms, mechanical room, electrical rooms, elevator equipment rooms, IDF/MDF computer rooms are only cleaned annually.
    - a. Coordinate with school office prior to the end of the school year on storage rooms that are inaccessible due to the amount and manner of stored items.
    - b. Provide a list of these rooms that the school agrees will not be cleaned during the summer. This list is to be given to the Director of Maintenance prior to the end of the school year.
  17. Replace all waterless urinal cartridges in August just prior to the beginning of the school year.
  18. Put fresh batteries in all battery powered flushometers in August just prior to the beginning of the school year,
  19. Gym floor shall be deep cleaned by dust mops and spot cleaning as required. All trash removed from bleacher areas.
- D. Evaluation of cleaning services – Evaluations will be performed quarterly. Three will cover the normal school year and one will cover the summer cleaning program. The evaluations will include one or more managers from the Maintenance Department. The contractor shall also send a management level representative to the evaluation. The decision of the Maintenance

## **RFP 2019914 – Custodial Services**

Department's manager is final. The evaluation process will utilize spot checking to verify the cleaning activities listed in this specification. Each site will receive an "A" through "F" letter grade on the conditions found.

1. A – Excellent
2. B – Acceptable
3. C – Improvement in some areas needed. The school is to be brought up to a "B" by the next inspection cycle.
4. D – Improvement from a "C" grade not noted or improvement needed in many areas. A written improvement plan shall be submitted within 5 working days. Monthly instead of quarterly progress inspection will commence. A 3% damage fee will be deducted from each monthly bill for months receiving a grade of "D".
5. F – Gross failure to meet the requirements of the contract or failure to improve from a "D" rating within 30 days. Immediate change required to prevent cancellation of the contract agreement. Progress inspections will be performed every other week. A 7% damage fee will be deducted from each monthly bill with an "F" grade. If the school is not brought up to a "C" during the next 30 days procedures for terminating the contract will begin.

### **VIII. Special Activities**

Schools have special activities beyond the routine day. These activities often require the help of custodial services. The following are the requirements of this contract.

- A. The contractor shall be responsible for clean up after all school/site activities including but not limited to sporting events, parent/school meetings, school fundraising activities, and School Board meetings. The contractor shall not be responsible for community functions and facility rental from groups not directly a part of the school's activities unless specifically listed in this document. Weekend or night time use of the school by an outside entity shall be as described below.
  1. Examples of non-school events are: health fairs, utility board meetings, and fine arts performances or and club, organization or group that is not part of a school-based program.
  2. These events often require the services of one or more custodians to handle the trash and bathroom needs of the event. This contractor shall make staff available and shall contract with these entities directly for custodial services.
  3. If the event occurs on a normal cleaning day and concludes with more than half of the cleaning shift left, the contractor shall clean the utilized space as part of the normal daily cleaning. No additional fees can be charged to the District or the utilizing entity.
  4. The contractor shall provide hourly pricing for these services in their proposal. This pricing should be the same as charged for school activities plus applicable overtime rates. The

## **RFP 2019914 – Custodial Services**

contractor is required to make staff available at these prices to address the non-school usage.

5. The contractor will contract and invoice these activities separately to the group using the space.
  6. The contractor may require an advance deposit of up to 30% of the anticipated costs. Please notify the site manager if arrangements for cleaning contract and deposit payment cannot be arranged prior to an event.
  7. The facility is to be left ready for the next scheduled school day so as to not interrupt the educational process.
- B. Typical events to be covered at no additional cost. This list is meant to be representative of the type and level of events to aid in accurate pricing. It will vary from year to year.
1. Any school athletic competition event.
  2. Cleanup at weekend Sporting events for High School play. Common for KWHS and MHS baseball.
  3. CSHS - Summer gym usage including Village of Islamorada one week.
  4. Basketball open gym evenings during the school year as coordinated with the school office.
  5. Volleyball open gym 4-6 weeks during summer break at high schools.
  6. CSHS - Youth football on Saturdays late August through November. Requires Monday morning cleanup.
  7. CSHS - Youth Basketball in gym on Saturdays November through February. Requires Monday morning cleanup.
  8. Ms. Coral Shores, one weekend in auditorium at CSHS
  9. Club Baseball at TRMS various seasons runs year round.
  10. Fish fries, festivals, fundraisers, and pageants put on by the school.
  11. School theater and music productions.
- C. Possible and typical examples of Non-School events that would require contracted services. For these events this contractor will contract with the entity using the school directly based on the pricing submitted in this proposal.
1. Use by FKEC for Annual Meeting Picnic.
  2. Auditorium usage by an outside dance or music business.

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3. Auditorium usage for non-school theater or concert events.
  4. Auditorium and facility usage for non-school seminars or training.
  5. Auditorium and facility usage by Church or Religious organizations.
  6. Any school facility leased for use by a for profit organization.
  7. Any school facility leased by an outside not for profit organization.
- D. Storm Preparation – Custodial personnel are needed to help in preparation for a storm event. They often continue to work helping the office prepare even after the teachers have been released. Custodial service shall be provided up to the time Monroe County Emergency Management calls for a mandatory evacuation of residents or until the Superintendent releases them. The District shall not be billed for days the custodial services are not provided due to storm activities. The duties they perform include but are not limited to:
1. Securing loose trash cans and yard furniture by bringing it inside.
  2. Securing any item that could cause damage on the campus. Items like pallets, milk boxes, and work tables shall be brought inside the adjacent room.
  3. Covering computers with garbage bags if requested by the school. Often done in older buildings.
  4. Verifying all doors and windows are closed and properly latched.
  5. Working with and assisting Maintenance Department personnel in securing accordion hurricane shutters (if applicable).
  6. The District may require 12 hour days during preparation efforts. Time beyond the standard 8 hour work day will be at 1.5 times the normal rate and should be billed separately.
  7. The district will consider the safety of custodial employees and will release them from work to avoid traveling in dangerous conditions in their home areas.
  8. General daily cleaning if time allows.
  9. All shelters shall be provided with a custodian up to the time a mandatory evacuation is issued. This custodian is to keep restrooms clean and stocked with paper products, assist with trash collection in the shelter and clean up shelter area in case of sickness.
- E. Storm Recovery – Once the mandatory evacuation is lifted and residents are allowed to return, custodial services shall begin again. Activities may include:

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1. Assist with the clean out of cafeteria kitchen coolers and freezers. This is a priority at each site where power was lost. Proactively coordinate with School Food Service to accomplish this.
  2. Assist with removal of debris from damaged or flooded buildings.
  3. Assistance in drying flooded buildings using wet vacs, push brooms, squeegees, fans, and dehumidifiers.
  4. Cleaning and disinfecting flooded areas where cleaning is the only correction needed.
  5. Assistance in picking up brush, branches, and debris on properties.
  6. The District may require 12 hour days during recovery efforts. Time beyond the standard 8 hour work day will be at 1.5 times the normal rate and should be billed separately.
  7. General daily cleaning or assistance at other sites if no damage is noted.
- F. Cleaning services are required for approximately 254 days per year for office and support areas. The normal school year is 196 days. Extensive summer school sessions may be held at some sites. The normal Monday through Friday activities of the Adult Education, Take Stock in Children and FKCC programs shall NOT be considered special programs. Please see the District website for the official calendar.

#### **IX. Awarded vendor will adhere to the following provisions:**

- A. Jessica Lunsford Act – Florida Statutes 1012.32-Qualifications of personnel
- B. Protest Procedures – Chapter 120, FL Statutes
- C. Buy American – 7 CFR Part 210.21
- D. Energy Policy and Conservation Act – 42 U.S.C. 6201
- E. Equal Employment Opportunity – Executive Order 11246, as amended by Executive Order 11375
- F. Debarment and Suspension – The prospective bidder certifies, by submission and signature of this bid that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549 and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013)
- G. Funding Agreement (Rights to Inventions) - 37 CFR Part 401
- H. Drug Free Workplace – Required by regulation implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988

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- I. Retention Requirements for Records – Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of 3 years from the date of submission of the final expenditure report
- J. Discounts, Rebates, and Credits – All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's nonprofit food service account
- K. Hold Harmless and Indemnification – The contractor agrees to release, discharge, indemnify, defend, and hold harmless the district, its employees and agents for all illness, injury or damage to persons or property that may arise out of the activities covered under this agreement, including the transportation, distribution, use of consumption of food items, irrespective of any negligence on the part of the district
- L. Civil Rights – Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 CFR parts 15, 15a, 15b; and FNS Instruction 113-1
- M. Prohibition of Gratuities – No employee of SFA has or shall benefit financially or materially from such bid or subsequent contract
- N. Allow for Audit of Records – Allow for the audit, examination, excerpt, and transcription of records that are pertinent to the contract by the USDA, the Comptroller of the United States, TDA, and their authorized representatives
- O. Termination for Cause and Convenience – Contract may be terminated for any reason by either party upon thirty days written notice to the other party
  - 1. If terminated, MCSD will be relieved of all obligations under the contract and MCSD will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits
  - 2. Either party may terminate upon breach by the other party of any material provision of the contract, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party
  - 3. MCSD may terminate the contract immediately upon written notice to contractor (to be effective upon contractors/individuals receipt of such notice) upon occurrence of any of the following:
    - a. Denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the contractor, or of any company/individual staff's professional license or certification in the State of Florida
    - b. Conduct by contractor or any company/individual staff which affects the quality of services provided to the SB or the performance of duties required hereunder and which would, in the School Board's sole judgement, be prejudicial to the best interest and welfare of the School Board and/or its students
    - c. Breach by contractor or any company/individual staff of the confidentiality provisions of the contract or the Family Educational Rights and Privacy Act (FERPA)



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- d. Failure by contractor to maintain the insurance required by the terms of the contract
- P. Recovered Materials – Solid Waste Act 2 CFR 200.322
- Q. Contract Work Hours and Safety Standards Act – 29 CFR, 40 U.S.C. 3702 & 3704
- R. Byrd Anti-Lobbying Amendment – 45 CFR 2543.87, 31 U.S.C. 1352
- S. Clean Air Act – 42 U.S.C. 7401-7671q
- T. Water Pollution Act as amended - 33 U.S.C. 1251-1371
- U. Certification of Independent Price Determination – Non-Collusion Statement – Prices in the bid or proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition
- V. Billing – Bills for fees or compensation under the contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof

### **X. Awarding**

- A. Vendors may choose to submit proposals for one, two, or all geographic areas.
- B. Pricing will be analyzed area by area. The District reserves the right to award by geographic area (Key West, middle, upper keys) or District-wide to one vendor if it is viewed by the selection committee that it would be in the best interest of the District.
- C. Credit can be given for where a proposal exceeds the specification requirement. Points will be deducted for areas that are not covered or omitted.
- D. The Selection Committee will review all complete proposals and then rank the firms using the matrix below:

#### **1. Pricing – 30 points max**

Price will be compared to services being proposed. If one vendor meets our specifications with the lowest price and another exceeds specifications with a slightly higher price they could receive equal scoring.

#### **2. Program Structure – 50 points max**

Program Structure compares the proposal response to the RFP requirements including how well the proposal meets/exceeds the needs identified and the program (services, products, training, employee relations, etc.). Some examples are:

- a. How proposal meets/exceeds the specified cleaning requirements
- b. Staffing levels, substitutes, Lead and Day Custodian
- c. Supplies, materials and equipment compliance

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- d. Contractor quality assurance evaluating management tools used
- e. Proof of training programs for employee safety and cleaning technique
- f. Proposal items that exceed our minimum specification that add value to the District's goals
- g. Transition plan feasibility

### **3. Company Capability/ Performance History – 20 points max**

This category is to verify that a company can perform the work described in their proposal. For example:

- a. Company size relative to work quoted
- b. Documentation of sound financial standing
- c. Licensing / Insurance
- d. Customer references for work of comparable size/type

- E. If the number one spot is unanimous then the committee can make the motion to rank without formal interviews. If the committee feels that a formal interview process is necessary to obtain the information needed to complete the ranking, formal interviews of the top vendors will be conducted. After such time, the vendors will be ranked on a scale of 1 to 10 (high to low).

## **XI. Proposal Layout – Documents Required**

Tabs shall be used to divide the proposal into sections as follows.

- A. **Tab 1** – Company introduction and overview. Answer the question why your company is the best selection for our custodial services? (two pages max)
- B. **Tab 2** – Documentation of ability to perform required work:
  - 1. Description of company size
  - 2. Evidence of financial standing and longevity
  - 3. Copy of business licenses
  - 4. Copy of certificate of insurance
- C. **Tab 3** – Proposal pricing documents (Appendix A).
- D. **Tab 4** – Bid package with all necessary signatures. Include local preference documentation in this section if applicable.
- E. **Tab 5** – Staffing level by school. In a separate narrative describe the logic behind how your staffing level was established and how you feel it is the correct number for the job. Describe your research into the local job market and how you will maintain the desired staffing numbers. Provide salary ranges for each on site position in your proposal.
- F. **Tab 6** – Description of cleaning program. How does your company plan to meet the cleaning criteria of Section VII. Cleaning Requirements. Include proposed list of chemical cleaning supplies.

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- G. **Tab 7** – Transition Plan narrative.
- H. **Tab 8** – Quality control, benchmarking, and feedback programs. Provide examples of inspection tools, checklists, and other management tools and their successful implementation. Include how attendance will be reported to the district and invoicing adjusted if short.
- I. **Tab 9** – Training programs. Provide examples of training given before the custodian begins work and follow-up training.
- J. **Tab 10** – Customer references as specified (Appendix B). Include ALL current Dade, Broward, and Monroe County customers. Additional south Florida references from other counties may be added at the vendor's discretion.

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**PRICING SHEETS - APPENDIX A**

**Vendor Name:** \_\_\_\_\_

Location Name & Address	Mile Marker #	Annual Services without Cafeteria	Annual Cafeteria Services	Total
<b>UPPER KEYS AREA</b>				
Key Largo School 104801 Overseas Hwy Key Largo, FL 33037	105	\$	\$	\$
Coral Shores School 89901 Overseas Hwy Tavernier, FL 33070	90	\$	\$	\$
Plantation Key School 100 Lake Rd Tavernier, FL 33070	90	\$	\$	\$
Administration Annex, Maintenance, and Transportation 90050 Overseas Hwy Tavernier, FL 33070	90	\$	N/A	\$
<b>UPPER KEYS AREA GRAND TOTAL</b>				<b>\$</b>
Location Name & Address	Mile Marker #	Annual Services without Cafeteria	Annual Cafeteria Services	Total
<b>MIDDLE KEYS AREA</b>				
Marathon School 350 Sombrero Beach Rd Marathon, FL 33050	50	\$	\$	\$
Stanley Switlik School 3400 Overseas Hwy Marathon, FL 33040	48.7	\$	\$	\$
Sugarloaf School 255 Crane Blvd Sugarloaf Key, FL 33042	20	\$	\$	
<b>MIDDLE KEYS AREA GRAND TOTAL</b>				<b>\$</b>

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**Vendor Name:** \_\_\_\_\_

Location Name & Address	Mile Marker #	Annual Services without Cafeteria	Annual Cafeteria Services	Total
<b>KEY WEST AREA</b>				
Gerald Adams School 5855 W College Rd Key West, FL 33040	4	\$	\$	\$
Poinciana School 1407 Kennedy Dr Key West, FL 33040	KW	\$	\$	\$
Key West High School / Sigsbee 2100 Flagler Ave / 939 Felton Rd Key West, FL 33040	KW	\$	\$	\$
Key West High School - Tommy Roberts Memorial Stadium / Rex Weech 1200 Glynn R Archer Dr Key West, FL 33040	KW	\$	N/A	\$
Horace O'Bryant School 1105 Leon St Key West, FL 33040	KW	\$	\$	\$
Reynolds School 1316 Reynolds St Key West, FL 33040	KW	\$	N/A	\$
Administration/Transportation / Adult Education 241 Trumbo Rd/927 Eaton St Key West, FL 33040	KW	\$	N/A	\$
Maintenance Building 1310 United St Key West, FL 33040	KW	\$	N/A	\$
<b>KEY WEST AREA GRAND TOTAL</b>				<b>\$</b>

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**Vendor Name:** \_\_\_\_\_

<b>ANNUAL ESCALATION RATES</b>	
Year 2	\$
Year 3	\$
Year 4	\$
Annual equipment budget:	\$
Charge for additional space in 15,000 sq. ft. increments	\$
Deduction to remove space in 15,000 sq. ft. increments	\$

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**REFERENCE FORM - APPENDIX B**

Provide references from ALL current Dade, Broward, and Monroe County customers you have provided similar services to. Additional South Florida references from other counties may be added at the vendor's discretion. Attach additional copies as needed.

**Reference**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Authorized Representative's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed) and Title: \_\_\_\_\_

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### SQUARE FOOTAGE - APPENDIX C

Location	Building	2019 Dec FISH GSF	Included in this contract	Site GSF	Minimum Custodians at 1 per 26000 SF
CSHS	1	78,916	78,916		
CSHS	2	66,572	66,572		
CSHS	3	14,600	14,600		
CSHS	4	41,812	41,812		
CSHS	5	23,388	23,388		
CSHS	6	1,436	1,436		
CSHS	Founders Park Restrooms *6 months/year	800	800		
CSHS	<b>Sub Total</b>	227,524	227,524	227,524	9
KWHS	1	64,208	64,208		
KWHS	2	28,728	28,728		
KWHS	3	28,251	28,251		
KWHS	4	111,218	111,218		
KWHS	5	16,852	16,852		
KWHS	16	4,112	4,112		
KWHS	17	10,493	10,493		
KWHS	<b>Sub Total</b>	263,862	263,862	263,862	10
HOB	1	17,871	17,871		
HOB	2				



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		63,524	63,524		
HOB	3	8,761	8,761		
HOB	4	13,669	13,669		
HOB	5	9,765	9,765		
HOB	6	40,723	40,723		
HOB	7	18,750	18,750		
HOB	8	14,442	14,442		
HOB	9	627	627		
HOB	<b>Sub Total</b>	188,132	188,132	188,132	7
MHS	14	911	911		
MHS	1000	14,913	14,913		
MHS	2000	51,535	51,535		
MHS	3000	25,727	25,727		
MHS	4000	25,910	25,910		
MHS	5000	28,720	28,720		
MHS	6000	24,559	24,559		
MHS	7000	46,794	46,794		
MHS	8000	173	173		
MHS	<b>Sub Total</b>	219,242	219,242	219,242	8
PON	1	90,997	90,997		
PON	<b>Sub Total</b>	90,997	90,997	90,997	3
SIG	Ties Building	1,200	1,200		

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TRMS	Baseball Bathrooms *seasonal	800	800		
TRMS	Baseball Bleachers *seasonal	3,920	3,920		
TRMS	Baseball Dugout *seasonal	520	520		
TRMS	Football Bathrooms *seasonal	534	534		
TRMS	Football Locker Rooms *seasonal	2,709	2,709		
TRMS	Football Bleachers *seasonal	14,694	14,694		
TRMS	<b>Sub Total</b>	24,377	24,377	24,377	1
SUG	1	84,501	84,501		
SUG	2	15,351	15,351		
SUG	3	24,608	24,608		
SUG	4	17,527	17,527		
SUG	5	5,517	5,517		
SUG	6	14,755	14,755		
SUG	7	6,798	-		
SUG	8	1,552	1,152		
SUG	9	12,593	-		
SUG	10	4,135	-		
SUG	11	2,041	1,430		
SUG	<b>Sub Total</b>	189,378	164,841	164,841	6
SWT	Portables	14,832	14,400		
SWT	Fall 2020 *added space	60,192	58,393		
SWT	2	15,261	15,261		

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SWT	3	29,637	29,637		
SWT	20	2,162	2,162		
SWT	21	887	-		
SWT	<b>Sub Total</b>	122,971	119,853	119,853	5
KLS	1	110,943	110,943		
KLS	4	29,437	29,437		
KLS	5	15,633	15,633		
KLS	6	13,368	13,368		
KLS	7	9,888	9,888		
KLS	8	5,484	5,484		
KLS	9	1,120	1,120		
KLS	11	18,960	18,960		
KLS	<b>Sub Total</b>	204,833	204,833	204,833	8
GAE	NEW Campus	106,000	106,000		
GAE	<b>Sub Total</b>	106,000	106,000	106,000	4
PKS	NEW Campus	106,877	106,877		
PKS	<b>Sub Total</b>	106,877	106,877	106,877	4
MAINT	KW	25,366	6,034		
MAINT	UK BLDG1	4,031	-		
Admin	UK Annex	2,296	2,296		
MAINT	UK Trailers	1,023	1,023		
Admin	Warehouse1	13,243	-		

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Admin	Warehouse2	12,393	-		
Admin	Offices 3	29,370	29,370		
Trans	Trans 4	2,436	-		
Trans	Trans 5	4,228	4,228		
Trans	Trans 6	7,752	-		
Key West Adult Ed	927 Eaton St	1,619	1,619		
Reynold	1	5,796	5,796		
Reynold	2	4,272	1,460		
	<b>Sub Total</b>	113,825	51,826	51,826	1
<b>TOTAL</b>				<b>1,768,364</b>	<b>67</b>

## RFP 2019914 – Custodial Services

### GENERAL INFORMATION

#### A. INTRODUCTION

The School Board of Monroe County, Florida, hereinafter referred to as the "School Board" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

#### B.

CALENDAR OF EVENTS RFP 2019914		
DATE:	TIME (ET):	ACTION:
February 7, 2019	8:00 AM	Release Solicitation
February 7, 9, 2019	Publication	Notice of Solicitation /Bid Opening
February 19, 2019	9:00 AM	Upper and Middle Keys Mandatory Walk Through (Open to Public – Key Largo School, 104801 Overseas Hwy, Key Largo, FL 33017)
February 20, 2019	8:00 AM	Key West Area Mandatory Walk Through (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
February 28, 2019	5:00 PM	Last day for submission of written questions to MCSD
March 4, 2019	5:00 PM	Last day for MCSD to post answers to questions
March 13, 2019	9:00 AM	Proposal Due/Bid Opening (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
March 26, 2019	9:00 AM	Short List Interviews (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
March 26, 2019	5:00 PM	Recommendation to Award
April 23, 2019	3:00 PM	Board Meeting (Open to Public – Marathon High School, 350 Sombrero Beach Road, Marathon, FL 33050)

## **RFP 2019914 – Custodial Services**

### **C. SUBMISSION REQUIREMENTS**

All proposals must be submitted in sealed envelopes bearing on the outside the label provided on page 2 of this solicitation package. This includes: name of the Proposer and RFP 2019914 - Custodial Services. The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer.

The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

One (1) original, four (4) copies, and one (1) electronic copy (PDF format – single file) of the proposal package must be submitted no later than March 13, 2019 at 9:00 AM to:

**Monroe County School District**  
**Administration Building - Internal Services Department / Purchasing Division, Room 119**  
**241 Trumbo Road**  
**Key West, Florida 33040**

### **D. CONDITIONS AND LIMITATIONS**

a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.

b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.

c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.

d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.

e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.

f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Monroe County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.

g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.

h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.

i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at any time for any reasons, upon giving thirty (30) days prior written notice to the other party.

j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.

k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

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### ***E. INSURANCE REQUIREMENTS***

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

## RFP 2019914 – Custodial Services

### GENERAL TERMS & CONDITIONS

#### 1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submittal of Proposals: PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE.** The return address label provided with your solicitation invitation packet should be affixed to the outside of your envelope identifying it as a **sealed proposal**. **Submit proposals in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.** Any company not responding to this request with either a proposal or a "NO BID" *may be removed from the active broadcast list*.

- c) **Receipt of Proposals:** The Internal Services Department / Purchasing Division is not responsible for timely delivery of the U.S. or private courier mail. The Respondent is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternative steps to ensure that their proposal is delivered to the **Internal Services Department / Purchasing Division** by the specified due date and time.

#### LATE PROPOSALS WILL NOT BE OPENED.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

- i) Completed and signed **Invitation Package**
- ii) Completed **Proposal** form(s)
- iii) Certificate of Insurance

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package **must** be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Facsimile (FAX) or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Internal Services Department / Purchasing Division reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The Internal Services Department / Purchasing Division will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "*No Substitutes*" or "*Only*" may be used when compatibility with other articles or materials is required or if standardization is desired.

ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- i) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- k) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be



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correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or **Request for Proposal** being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

**2. INQUIRIES/INFORMATION:** Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to [Jessica.Bailey@KeysSchools.com](mailto:Jessica.Bailey@KeysSchools.com). The Internal Services Department / Purchasing Division will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Internal Services Department / Purchasing Division by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events. Vendors are encouraged to visit [www.demandstar.com](http://www.demandstar.com) to obtain this information. The following information is available from this location, 24 hours per day, 7 days per week:

- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondent's responsibility to check [www.demandstar.com](http://www.demandstar.com) frequently for an updated list of issued addenda)
- A listing of solicitations scheduled for award
- Historical solicitation award information
- A copy of all required documentation

**3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS:** A proposal (or amendment thereto) will not be accepted by the Internal Services Department / Purchasing Division after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.

**4. AMENDMENT & CANCELLATION:** The Internal Services Department / Purchasing Division reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or Invitation to Bid, at any time, if it is found to be in the best interest of the district to do so.

**5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES:** The district expressly prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

**6. QUALIFICATIONS OF RESPONDENT:** Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The Internal Services Department / Purchasing Division expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.

**7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION:** Student record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to an Invitation to Bid, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

**8. NON COLLUSION:** The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT:** The district reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

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**10. SUBCONTRACTING:** The respondent must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

**11. INTELLECTUAL PROPERTIES:** If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.

**12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

**13. PROPOSAL PREPARATION COSTS:** The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.

**14. VARIANCE TO SOLICITATION DOCUMENTS:** For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

**15. ADDENDA TO SOLICITATIONS IN PROCESS:** Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents **only by written addenda posted on [www.demandstar.com](http://www.demandstar.com)**. Verbal responses to respondents' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "**Addendum Acknowledgement Form**" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.

**16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:** If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Internal Services Department / Purchasing Division reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.

**17. SAFETY REQUIREMENTS:** All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

**18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:** The Internal Services Department / Purchasing Division will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

**19. MANUFACTURER'S CERTIFICATION:** The Internal Services Department / Purchasing Division reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

**20. SOLICITATION QUANTITIES:** Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact

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quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

### 21. METHODS OF AWARD:

- a) **“By Item”**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.

- b) **“All or None by Group, Section or Category”**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the Internal Services Department / Purchasing Division reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.

- c) **“All or None”** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a “Notice to Reject All Bids”.

- d) **“Primary & Secondary Suppliers or Contractors”**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.

- e) **“Rotating Short List of Contractors”**. An ITB is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- f) **“Qualified Supplier Sourcing”** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.

**22. DELIVERY LEAD TIME**: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

**23. TAXES**: Purchases are exempt from **ALL** Federal excise and State sales tax.

**24. FISCAL NON-APPROPRIATIONS CLAUSE**: In the event sufficient budgeted funds are not available for a new fiscal period, the Internal Services Department / Purchasing Division shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

**25. SOLICITATION SAMPLES**: The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent's risk and expense. The successful respondents' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.

**26. PROMPT PAYMENT DISCOUNTS**: Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.

**27. TIE PROPOSALS**: In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors.

**28. ERRORS AND OMISSIONS**: In the event an error or obvious omission is discovered in a respondent's proposal, either by the Internal Services Department / Purchasing Division or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Internal Services Department / Purchasing Division's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to

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change any information contained in their proposal; however, in the event of a minor omission or oversight on the part of the respondent, the Internal Services Department / Purchasing Division (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The Internal Services Department / Purchasing Division will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may be waived if deemed to be in the best interest of the district to do so.

**29. BASIS OF AWARD OF SOLICITATIONS:** When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible respondent(s) to the Board. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the district's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or Invitation to Bid. The district may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Superintendent will then recommend the vendor receiving the highest point score to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest of the district to do so.

**30. REJECTION OF PROPOSALS:** A proposal may be rejected by the Internal Services Department / Purchasing Division if it is non-responsive or the respondent is determined to be not responsible. A proposal is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation.

The Board reserves the right to reject any or all proposals received.

**31. NOTICE OF INTENT TO AWARD SOLICITATIONS:** Once proposals are evaluated and a recommendation for award is received by the Internal Services Department / Purchasing Division, a *Notice of Intent to Award* will be posted on [www.demandstar.com](http://www.demandstar.com). The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the Internal Services Department / Purchasing Division will not mail or fax intent to award notices to all respondents.**

**32. BID PROTEST:** If a respondent wishes to protest a solicitation, they must do so in strict accordance with Monroe County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at [www.KeysSchools.com](http://www.KeysSchools.com). Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the Internal Services Department / Purchasing Division at the time of filing the formal written protest, a bond payable to the Monroe County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

**Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.**

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Internal Services Department / Purchasing Division. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.



## RFP 2019914 – Custodial Services

**33. NOTIFICATION OF SOLICITATION AWARD:** After the Board awards a solicitation, the Internal Services Department / Purchasing Division will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.

**34. AUTHORIZATION TO PERFORM UNDER A CONTRACT:** All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

**35. POINT OF CONTACT:** The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

**36. ASSIGNMENT OF CONTRACT:** The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

**37. LICENSES AND PERMITS:** The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

**38. CONDITION OF ITEMS:** Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be **new**, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on "*used, remanufactured or reconditioned* equipment" or "*blems or seconds*" will not be considered unless specifically requested in the solicitation documents.

**39. INSPECTION:** The district reserves the right to have inspectors on the premises of the respondents or manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

**40. PACKAGING:** All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton

packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

**41. STANDARDS OF CONDUCT:** Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors. Standards of Conduct are located at [www.KeysSchools.com](http://www.KeysSchools.com).

**42. ITEM SUBSTITUTIONS & DISCONTINUATIONS:** Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the Internal Services Department / Purchasing Division. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the Internal Services Department / Purchasing Division and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

**43. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:** The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM, Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

**44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):** Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be

## RFP 2019914 – Custodial Services

considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to District.

**45. INVOICES AND PAYMENT TERMS:** All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.

**46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:** The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five (5) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.

**47. RENEWAL OF SOLICITATIONS:** This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

**48. ADMINISTRATIVE REGULATION ON FINGERPRINTING:** All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

**49. CIVIL RIGHTS COMPLIANCE:** The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.

**50. FEDERAL LAW COMPLIANCE:** The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.

**51. VENDOR CONDUCT DURING SOLICITATION:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**RFP 2019914 – Custodial Services**

**ACKNOWLEDGMENT OF ADDENDUM**

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via [www.demandstar.com](http://www.demandstar.com).

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

**RFP 2019914 – Custodial Services**

**STATEMENT OF NO BID**

NOTE: If you do not intend to bid on this requirement/project, please return this form immediately. Thank you.

School Board of Monroe County, Florida

We, the undersigned have declined to submit a proposal due to the following reason(s):

- ☐ Specifications too “tight”, i.e. geared toward one brand/manufacturer/service only (explain below)
- ☐ Unable to meet time period for responding to proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond/Insurance requirement(s).
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Please Remove Us from Your “Bidder’s List”.
- ☐ Other (specify below).

**REMARKS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

We understand that if the “No Bid” letter is not executed and returned our name may be deleted from the Bidder’s List of the School Board of Monroe County.

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

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

Proposal Number: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_



**RFP 2019914 – Custodial Services**

**CONTRACTOR RULES**

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.
- Pets are not allowed on campus.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**RFP 2019914 – Custodial Services**

**DEBARMENT CERTIFICATION**

“The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Authorized Signature/Contractor

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Contractor's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

## **RFP 2019914 – Custodial Services**

### **IDENTICAL TIE PROPOSALS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, an proposal 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 proposals will be followed if none of the tie 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 violation 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 proposal 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 proposal, 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

**RFP 2019914 – Custodial Services**

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am \_\_\_\_\_, the bidder making the proposal for  
the project described as follows:

\_\_\_\_\_

2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal opening, directly or indirectly, to any other bidder to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, an proposal for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County School District relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

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

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
who, \_\_\_ being personally known, \_\_\_ or having produced \_\_\_\_\_  
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires:

**RFP 2019914 – Custodial Services**

**PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**RFP 2019914 – Custodial Services**

**MONROE COUNTY SCHOOL DISTRICT**  
**BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, \_\_\_\_\_, of the City/Township/Parrish of \_\_\_\_\_, State of \_\_\_\_\_, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:

Name of company/vendor: \_\_\_\_\_

Nature of services presently being offered to School District: \_\_\_\_\_

2) \_\_\_\_ I have (OR) \_\_\_\_ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

**IF YOU ANSWER I HAVE:** Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. \_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_ I have (OR) \_\_\_\_ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

**IF YOU ANSWER I HAVE:** Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) \_\_\_\_\_

\_\_\_\_\_

The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. **I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Authorized Representative)

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

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, \_\_\_\_ being personally known, \_\_\_\_ or having produced \_\_\_\_\_ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My commission expires:

**RFP 2019914 – Custodial Services**

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

\_\_\_\_\_  
(Name of Business)

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 section (1).
4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) 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, or 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.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

## RFP 2019914 – Custodial Services

### **SB 988 – HIGH-RISK OFFENDERS**

**by Argenziano** (*HB 7103 by Safety & Security Council*)

**AMENDS:** ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

**CREATES:** ss. 1012.321, 1012.467, 1012.468, F.S.

**EFFECTIVE:** July 1, 2007

#### **THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS**

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines “noninstructional contractor” to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor’s employees and subcontractors and subcontractor’s employees. The bill defines “school grounds” to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.





**RFP 2019914 – Custodial Services**

**Monroe County School District  
Vendor Information Sheet**

Vendor Name: \_\_\_\_\_

Federal EIN/SSN: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ ext. \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_