

22-008B

JANITORIAL CLEANING SERVICES FOR ADMINISTRATIVE SITES

IMPORTANT NOTICE

FLOOR PLANS FOR ALL SITES COVERED UNDER THE SCOPE OF THIS RFP ARE AVAILABLE UPON REQUEST.

Floor plans may be obtained in the **Purchasing Department, 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704** between the hours of **7:30 a.m. and 4:00 p.m.** or by calling **(954) 765-6723 or (954) 765-6107**. Please bring this notice with you or have the RFP number available when requesting floor plans for RFP 22-008B. If you have any questions, please contact **Mr. Charles High at (954) 765-6107 or fax number (954) 767-8417**.

PROPOSERS' CONFERENCE

May 9, 2001

10:00 a.m.

**The School Board of Broward County, Florida
Technology and Support Services Center
Purchasing Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704**

RFP 22-008B

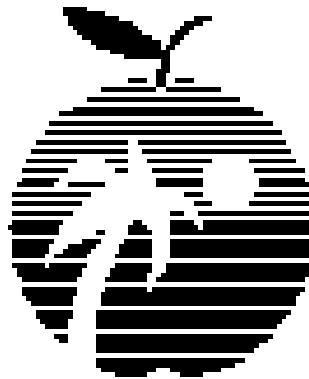
JANITORIAL CLEANING SERVICES FOR ADMINISTRATIVE SITES

These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP conference because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.

REQUEST FOR PROPOSALS (RFP)

RFP 22-008B

JANITORIAL CLEANING SERVICES FOR ADMINISTRATIVE SITES



RFP Release Date: April 20, 2001

Site Visit: May 7, 2001 and May 8, 2001
(See Section 4.0)

Proposer's Conference: May 9, 2001
(See Section 4.0)

Written Questions Due: On or Before May 11, 2001
in Purchasing Department

Proposals Due: On or Before 2:00 p.m. May 30, 2001
in Purchasing Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Purchasing Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

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Attachment A - M/WBE Utilization Report

Attachment B – Janitorial Cleaning Specifications

Attachment C - References

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Attachment E – Site Plans for Kathleen C. Wright Administration Center, North Central Area Superintendent’s Offices and Metric.

Attachment F - Statement of “No” Response

Attachment G – Drug Free Workplace Programs

REQUEST FOR PROPOSALS (RFP) 22-008B
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: April 20, 2001

TITLE: **Janitorial Cleaning Services for Administration Sites**

This Proposal must be submitted to the **Purchasing Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. May 30, 2001** and plainly marked **RFP 22-008B, Janitorial Cleaning Services for Administrative Sites**. Proposals received after 2:00 p.m. on date due will not be considered.

One complete, original proposal (clearly marked as such) and eight copies, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 22-008B), must be fully executed and returned on or before 2:00 p.m. on date due to the Purchasing Department in accordance with the submittal requirements. Proposal must contain all information required to be included in the proposal as described herein.

PROPOSER INFORMATION

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY AND STATE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT TELEPHONE: _____ CONTACT FAX: _____

CONTACT TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my company's proposal; I agree to complete and unconditional acceptance of the contents of Pages 1 through 18 inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; I agree to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, 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 Authorized Representative Date

Name of Authorized Representative Title of Authorized Representative

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 3.4).

2.0 INTRODUCTION

The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), desires to receive proposals for janitorial cleaning services for administrative sites as described herein. Administrative sites that will be covered under this RFP are listed below. Additional administrative sites may be added or deleted during the term of the contract at the same unit prices as offered in Section 3.9. The intention of this RFP is to maintain a clean and sanitary environment for the employees of the School Board of Broward County, Florida. Awardee(s) will be responsible for cleaning the entire building and other assigned areas as indicated in **Attachment B**.

Awardee(s) shall furnish all labor, supervision, equipment and other related items at firm fixed costs as outlined in Janitorial Cleaning Specifications in Attachment B to properly accomplish the work in accordance with RFP specifications. This contract will be a full service janitorial contract. Awardee(s) shall provide previously trained and experienced housekeeping personnel for use on this contract.

ADMINISTRATIVE SITES

Kathleen C. Wright Administrative Center (KCW)
600 SE 3rd Avenue
Fort Lauderdale, Florida 33301

Multicultural/ESOL Program Services (METRIC)
1441 S. Federal Highway
Fort Lauderdale, Florida 33316

North Central Superintendent's Office
7770 W. Oakland Park Boulevard
Sunrise, Florida 33351

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal.

- 3.1 **Title Page:** Show the RFP number, subject, the name of the proposer, address, telephone number and the date.
- 3.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 3.3 **Letter of Transmittal:** Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 3.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

3.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To School Board: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Manager, Administrative Site Operations
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Name of Proposer: _____
(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to: _____
(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

3.6 **Addenda:** Proposer has determined that their firm has received all Addenda released prior to their RFP submittal.

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

3.7 Experience and Qualifications of the Proposer:

- 3.7.1 Proposer must state the number of years experience providing janitorial cleaning services as required by this RFP.
- 3.7.2 State under what other or former name(s) the proposer is currently operating under or has operated under.
- 3.7.3 Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.
- 3.7.4 Give the address location(s) of the office(s) from which proposer is located and the number of partners, managers, supervisors, seniors and other professional staff that will performing this service for this RFP. Provide the names, titles and résumé of administrative employees at the office that will be available to assist in providing services to SBBC during the term of this contract. Indicate the level of expertise of each of the staff, as well as the total combined years of experience in providing these services.
- 3.7.5 Describe, in detail, the range and level of janitorial services performed by the proposer.
- 3.7.6 Describe, in detail, your company's procedures for recruiting, selecting and training of all janitorial staff. Describe, in detail, your procedures for background checks, drug testing, communication skills and task performance for all janitorial staff.
- 3.7.7 Proposer must provide three references including name, business and service address, contact person(s), telephone number(s), number of employees, services performed and how long account has been active for your three largest clients for which similar work was performed. These references should include services for public (governmental) agencies of similar size and scope. This information must be completed on Reference Information (**See Attachment C**) and submitted with proposer's response.
- 3.7.8 Describe, in detail, proposer's inspection procedures and methods for corrective action of janitorial services performed.

3.8 Scope of Services Provided: Clearly describe how the proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:

- 3.8.1 Awardee(s) must have the capability to provide a complete turnkey janitorial cleaning service for administrative sites as stated herein.
- 3.8.2 Awardee(s) must agree to all cleaning specifications as outlined in **Attachment B**.
- 3.8.3 Awardee(s) shall furnish all labor, supervision and equipment as outlined in this RFP to properly accomplish the work, in accordance with RFP specifications (**See Attachment B**). Re-cleaning as a result of unsatisfactory service, as determined by a SBBC representative or his/her designee, shall be performed by the awardee(s) at no additional charge to SBBC.
- 3.8.4 Describe any additional services that proposer is able to provide with relationship to the scope of this RFP.

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

- 3.9 **Cost of Services:** Below is a list of menu items for service areas that will be performed during the term of the contract. Depending on the site location, not all locations will require the same service areas as listed below. Awardee(s) must be able to provide cleaning for all service areas as stated below and clean according to the specifications of **Attachment B**. Awardee(s) shall provide all required labor, supervision, equipment and other related items in order to perform the services as stated herein at the firm fixed costs as stated below. Proposer's prices are to be individually quoted as specified below, in accordance with the terms, conditions and specifications contained in this RFP. **Each unit price shall be billed only when the service is performed and be billed monthly to SBBC.** Unit price must be per square foot and enter with two decimal points to the right, (i.e. \$1.14). Failure to provide a unit price per square foot **for all items listed** shall result in disqualification of proposal. **No additional costs will be allowed.**

		<u>Unit Price</u>
3.9.1	Office Areas (all floors) (See Attachment B and Section 2.3.1)	\$ _____ per sq.ft. per month
3.9.2	Kitchen Areas (all floors) (See Attachment B and Section 2.3.2)	\$ _____ per sq.ft. per month
3.9.3	Restroom Areas (all floors) (See Attachment B and Section 2.3.3)	\$ _____ per sq.ft. per month
3.9.4	Main Corridor Area (See Attachment B and Section 2.3.4)	\$ _____ per sq.ft. per month
3.9.5	Elevator Areas (all floors) (See Attachment B and Section 2.3.5)	\$ _____ per sq.ft. per month
3.9.6	Stair Well Areas (all floors) (See Attachment B and Section 2.3.6)	\$ _____ per sq.ft. per month
3.9.7	Parking Garage Area (all floors) (See Attachment B and Section 2.3.7)	\$ _____ per sq.ft. per month
3.9.8	Parking Garage Pressure Clean (all floors) (See Attachment B and Section 2.3.7)	\$ _____ per sq.ft. per month
3.9.9	Exterior Glass Cleaning (1st floor only) (See Attachment B and Section 2.3.8)	\$ _____ per sq.ft. per month
3.9.10	Exterior Glass Cleaning (2nd floor through 14th floor) (See Attachment B and Section 2.3.8)	\$ _____ per sq.ft. per month
3.9.11	Crystallize Marble Floors (See Attachment B and Section 2.3.4)	\$ _____ per sq.ft. per month
3.9.12	KCW Board Room (1st floor) (See Attachment B and Section 2.3.1)	\$ _____ per sq.ft. per month
3.9.13	Pressure Clean Side Walks and Patio Areas (See Attachment B and Section 2.3.8)	\$ _____ per sq.ft. per month
3.9.14	Strip and Wax Vinyl Composition Tile (VCT) Floors (See Attachment B and Sections 2.3.2, 2.3.4, 2.3.5, 2.3.7 and 2.3.9)	\$ _____ per sq.ft. per month

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

3.10 M/WBE Information:

3.10.1 Is your firm a certified M/WBE firm by SBBC or is your firm a certified M/WBE firm by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time?

If yes, provide certification number: _____

If no, identify the M/WBE firm or firms who will be working with you on this engagement and respond to 3.10.2 and 3.10.3 below.

Name of Firm: _____

Name of Firm Principal: _____

Address from which primary services will be provided:

Telephone No.: _____

Facsimile No.: _____

Federal Taxpayer No.: _____

Certification No.: _____

3.10.2 Indicate the extent and nature of the M/WBE's work with specificity, as it relates to these services, including the percentage of the total costs which will be received by the M/WBE firm in connection with this proposal. **(Complete Attachment D).**

3.10.3 The awardee will be required to submit a monthly M/WBE Utilization Report **(See Attachment A)** which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. State your willingness to comply with this requirement.

3.10.4 Awardee must provide the M/WBE office a 30 day written notice for substitution of an M/WBE vendor.

3.11 **DRUG-FREE WORKPLACE PROGRAM:** This form is to be filled out and submitted with proposal for proposers who have established a drug-free workplace program. (See Attachment G)

4.0 SITE VISITS, PROPOSER'S CONFERENCE AND INTERPRETATIONS

SBBC will conduct **site visits** at the following locations on the date and time indicated below:

DATE AND TIME

1. Kathleen C. Wright Administrative Center
600 SE 3RD Avenue, Lobby Area
Ft. Lauderdale, Florida 33301
Phone: (954) 765-6009
May 7, 2001, 9:00 a.m.
2. Multicultural/ESOL Program Services (METRIC)
1441 S. Federal Highway
Ft. Lauderdale, Florida 33316
Phone: (954) 765-6680
May 7, 2001, 2:00 p.m.
3. North Central Area Superintendent's Office
7770 W. Oakland Park Boulevard
Sunrise, Florida 33351
Phone: (954) 765-6107
May 8, 2001, 10:00 a.m.
(Note: Proposers to meet in the lobby of 7720 West Oakland Park Boulevard, Sunrise, Florida 33351 before proceeding to the North Central Area Superintendent's Office.)

Note: Proposers may contact these locations only for directions for the site. Proposers must **NOT** contact these locations for supplemental information or questions about this RFP.

All proposers interested in submitting a proposal for this service should arrive at the dates and times indicated above. All proposers must meet at the front office (lobby area) at each location listed above. SBBC will conduct the site visit in order for proposers to review the physical characteristics of each location and familiarize themselves with the full scope of the RFP requirements, including, but not limited to, building or compound layouts and accessibility. After the site visit, questions concerning the janitorial cleaning of the sites or the RFP must be submitted in writing, in accordance with Section 4.0. **No questions will be answered during the site visit.**

A Proposers' Conference will be held on May 9, 2001 in the Technology and Support Services Center, Purchasing Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 10:00 a.m. Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to SBBC. **The purpose of the Proposers' Conference is not to answer questions.** All questions submitted will be answered to all proposers via Addenda. All questions shall be submitted in accordance with Special Condition 7.9. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by proposers.

In addition, a representative from SBBC Minority Women Business Enterprise (M/WBE) Department will be present to address issues regarding M/WBE participation. M/WBE certified vendors are invited to attend.

Any questions concerning any condition or requirement of this RFP must be received in the Purchasing Department **in writing on or before May 11, 2001**. Submit all questions to the attention of the individual stated in Section 7.9 of this RFP. If necessary, an Addendum will be issued. Any verbal or written information which is obtained other than by information in this RFP document or by Addenda shall not be binding on the School Board.

5.0 CALENDAR

April 20, 2001	Release of RFP 22-008B
May 7, 2001 May 8, 2001	Site visits: (See Section 4.0*)
May 9, 2001	Proposers' Conference (See Section 4.0*)
May 11, 2001	Written questions due in Purchasing Department
May 30, 2001	Proposals due on or before 2:00 p.m. in Purchasing Department. Proposal opening will be at 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. *
June 7, 2001	Evaluation Committee reviews proposals and makes Recommendation for award. Meeting to be held at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 at 10:00 a.m. *
June 13, 2001	Posting of Recommendation

* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.

6.0 EVALUATION OF PROPOSALS

- 6.1 The SBBC Evaluation Committee (hereinafter referred to as "Committee") shall evaluate all proposals received, according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
a. Experience and Qualifications	35
b. Scope of Services Provided	30
c. Minority/Women Business Participation	15
d. Cost of Services Provided	20
TOTAL	100

The failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process.

- 6.2 Based upon the results of Section 6.1, the Committee, at its sole discretion, may: recommend award to the top ranked proposer; may recommend award to more than one top ranked proposer; may short list the top ranked proposers (short list number to be determined by the Committee) for further consideration; or, may reject all proposals received.
- 6.3 In the event that the Committee chooses to short list proposers, the list of short-listed proposers may be further considered by the Committee, SBBC or both. The Committee, SBBC or both may interview the short listed proposers in order to make an award recommendation (by the Committee) or an award (by SBBC). During the interview process, no submissions made, after the proposal due date, amending or supplementing the proposal shall be considered.
- 6.4 In the event that an Agreement between the Committee, SBBC or both and the selected proposer(s) is deemed necessary, at the sole discretion of the Committee, SBBC or both, the Committee will begin negotiations with the selected proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price with the selected proposer(s). In the event that mutually agreeable negotiations cannot be reached, the Committee, SBBC or both may negotiate with the next ranked proposer, and so forth. An impasse may be declared by the Committee, SBBC or both at any time. Any agreement resulting from these negotiations must be approved by the School Board Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The School Board Attorney approved agreement will be submitted to SBBC for approval.
- 6.5 The Committee, SBBC, or both reserve the right to ask questions of a clarifying nature once proposals have been opened, interview any of all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted.

7.0 SPECIAL CONDITIONS

- 7.1 The complete original proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m., May 30, 2001** at the following address in order to be considered:

PURCHASING DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 22-008B - Janitorial Cleaning Services for Administrative Sites

- 7.2 Proposer shall submit one original proposal with an original manual signature. Proposer should also submit eight additional copies of proposal. The proposal containing the original manual signature should be clearly identified as the original proposal. All proposals shall be submitted in sealed packaging with RFP number and the proposer's firm name clearly marked on the exterior of package.
- 7.3 It is the sole responsibility of the **PROPOSER** to assure they have received the entire proposal and any and all Addendum.
- 7.4. It is the sole responsibility of the **PROPOSER** to assure that their proposal is time stamped in the **PURCHASING DEPARTMENT** on or before 2:00 p.m. on the date due.
- 7.5 Proposers who receive this RFP from the Purchasing Department will be notified in writing of any changes in the specifications contained in this RFP by Addenda. If any Addenda are issued on this RFP, a good faith attempt will be made to deliver a copy of same to those persons or firms who, according to the records of the Purchasing Department, have previously received a copy of this RFP. However, PRIOR TO SUBMITTING THE PROPOSAL, it shall be the sole responsibility of each proposer to contact the Purchasing Department (phone: (954) 765-6120) to determine if any Addenda was issued and, if so, to obtain such Addenda.
- 7.6 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on the School Board.
- 7.7 In a competitive procurement process no submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
- 7.8 The Evaluation Committee and/or SBBC reserves the right to waive irregularities or technicalities in proposals received.
- 7.9 Any questions concerning conditions and specifications must be submitted to **Mr. Charles High, Purchasing Agent, Purchasing Department, (954) 765-6107**, who is authorized only to direct the attention of prospective proposers to various portions of the RFP so they may read and interpret such for themselves. Neither **Mr. High** nor any employee of the School Board is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written RFP document.
- 7.10 **SITE PLANS AND SQUARE FOOTAGE:** Site plans and square footage information have been provided for Kathleen C. Wright Administration Center, North Central Area Superintendent's Office and Multicultural/ESOL Program Services (METRIC). This information is being provided for informational purposes only. Actual site plans and square footage information may vary. **(See Attachment E)**

7.0 SPECIAL CONDITIONS (Continued)

7.11 **CONTRACT TERM:** The purpose of this RFP is to establish a **contract beginning August 18, 2001, or date of award, or whichever is later and continuing through August 31, 2003.** The term of the contract may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Purchasing Department, will, if considering to renew, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. The successful awardee(s) agrees to this condition by signing its proposal.

7.12 **JOINT VENTURES:** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

7.13 **INSURANCE REQUIREMENTS:**

Proof of the following insurance will be furnished by any awardee to the Board by Certificate of Insurance within 15 days of notification by SBBC. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy.** The insurance information must be submitted on an insurance carrier's Certificate of Insurance.

7.13.1 General Liability Insurance, with bodily injury limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

7.13.2 Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.

7.13.3 Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

Prior to the commencement of any work the awardee must provide SBBC Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

7.14 **PRICE ADJUSTMENTS:** Unit prices offered, for Section 3.9, shall remain firm through August 31, 2002. A request for unit price adjustments with proper documentation, justifying the adjustment, shall be submitted, in writing, to the Purchasing Department one month prior to the anniversary date of the contract. Any unit price adjustments, for the following year, shall have written approval from SBBC prior to invoicing. Any unit price adjustments invoiced without prior written approval from SBBC shall not be paid and the invoice returned to the awardee for correction. Unit price adjustments shall take effect only when awarded vendor has received written approved from SBBC or on the anniversary date of the contract, whichever is later. Any unit price adjustments, if allowed by SBBC, shall be negotiated in good faith with the awarded vendor(s). SBBC reserves the right to reject any unit price adjustments and to cancel the renewal of any contract with an increase in prices.

8.0 GENERAL CONDITIONS

- 8.1 **EXTENSION:** In addition to any renewal options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of renewal under a contract entered into as a result of this RFP.
- 8.2 **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 90 days from the date of proposal opening.
- 8.3 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on the School Board.
- 8.4 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 8.5 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
- 8.5.1 Proposer's name being removed from the Department of Purchasing vendor mailing list for two years and proposer not being recommended for any award during this period.
- 8.5.2 All departments being advised not to do business with vendor.
- 8.6 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 8.7 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be governed by and construed under the laws of the State of Florida and must have venue established in the Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 8.8 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 8.9 **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of the School Board.
- 8.10 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP.
- 8.11 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed with any awardee(s) as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 8.12 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of SBBC.

8.0 GENERAL CONDITIONS (Continued)

- 8.13 **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 8.14 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this RFP (if applicable); then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - awardee's proposal.
- In case of any other doubt or difference of opinion, the decision of the School Board shall be final and binding on both parties.
- 8.15 **OSHA:** The proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 8.16 **ANTI-DISCRIMINATION:** The Vendor certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- 8.17 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto School Board property to deliver materials or perform work or services as a result of award, the proposer agrees to The Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.
- 8.18 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 8.19 **RFP ABSTRACTS:** Proposers desiring a copy of RFP tabulation may request same by enclosing a self-addressed, stamped envelope with proposal.
- 8.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 8.21 **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this RFP. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this RFP upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

8.0 GENERAL CONDITIONS (Continued)

- 8.22 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- 8.22.1 The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 8.22.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 8.23 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. The School Board has a goal of at least 22% Minority/Women Business Enterprise participation in the delivery of services, as reflected in this RFP. A M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the proposer is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, **proposer should indicate its certification number in their proposal.** For information on M/WBE Certification, contact the School Board's M/WBE Office at (954) 760-7470.

If the proposer is **not** a certified M/WBE, then, in order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work and shall include the percentage of the total work which will be performed by the M/WBE firm or firms in connection with the proposal. If the percentage shown is a variable amount, then the minimum percentage of work guaranteed to be performed by the M/WBE firm or firms must be stated in order for evaluation credit to be received. M/WBE participation of a secondary service, such as to provide printing or courier services is acceptable, but will only result in evaluation credit being received if it augments the primary service as described in this RFP.

8.0 GENERAL CONDITIONS (Continued)

- 8.24 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the RFP or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this RFP, or any Addenda released thereto, from the Purchasing Department and given to all proposers by United States mail, express delivery or hand delivery. Receipt of a copy of this RFP, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, or legal holiday, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday or legal holiday. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

- 8.25 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Purchasing Department on **JUNE 15, 2001 at 3:00 p.m.**, and will remain posted for 72 consecutive hours. Any person desiring to protest the decision or intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the RFP tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of a decision or intended decision about this RFP to all proposers by United States mail or by hand delivery. A written notice of decision or intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, or legal holiday, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday or legal holiday. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

- 8.26 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative agreements, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 8.27 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Purchasing Department.

8.0 GENERAL CONDITIONS (Continued)

- 8.28 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the proposer, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation. SBBC reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.
- 8.29 **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.
- 8.30 **INDEMNIFICATION:**
- 8.31.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
- 8.32.2 By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.
- 8.33 **PROPOSER'S MAILING ADDRESS:** It is the responsibility of every proposer to register and maintain their current mailing address with the Vendor Information Desk in the Purchasing Department. The address on file with the Vendor Information Desk is used when mailing RFPs and other information to proposers. To check your current mailing address and to change/update/revise your mailing address, contact the Vendor Information Desk at (954) 765-6139. A profile of the proposer's current registration information on file will be sent upon request.
- 8.34 **SBBC PHOTO IDENTIFICATION BADGE:** An awardee shall be required to have all its employees, sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC. An awardee shall obtain from SBBC Purchasing Department a Photo Identification Badge request form. An individual form shall be completed for each employee, sub-contractor or agent who will be entering onto School Board property as a result of this award. Each completed form shall be submitted to the **Purchasing Department Vendor Information Desk** for authorization. The authorized form shall then be delivered by the proposer to the Personnel Office, Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, Florida. At this location, **each individual for whom a SBBC photo identification badge is requested will be asked to fill out forms, show his/her driver's license and social security card, and be fingerprinted.** A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. **The current total fee for a SBBC security background check is \$55.00. \$50 must be in the form of a money order made payable to The School Board of Broward County for the fingerprinting, and \$5 must be in cash for the photo identification badge. These fees are not refundable.**

8.0 GENERAL CONDITIONS (Continued)

- 8.35 **LOBBYIST ACTIVITIES:** Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 8.35.1 For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 8.35.2 For purposes of this Policy, a lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 8.35.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office.
- 8.35.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of the School Board.
- 8.35.5 Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.
- 8.35.6 The Deputy to the Superintendent and Board Liaison shall keep a current list of persons who have submitted the lobbyist statement form.
- 8.36 **CONTACT AFTER PROPOSER'S SUBMITTAL:** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this RFP or any response with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the submittal of their proposal and prior to the contract being awarded with the exception of communications with the office of the Director of Purchasing, unless so notified by the Purchasing Department. A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the RFP.
- 8.37 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the School Board; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this proposal.
- 8.38 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any proposer.

8.0 GENERAL CONDITIONS (Continued)

8.39 ACCEPTANCE AND REJECTION OF PROPOSALS:

8.39.1 **Acceptance:** All proposals properly completed and submitted will be considered by SBBC. However, SBBC reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or reject all proposals received.

8.39.2 SBBC also reserves the right to waive irregularities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.

8.39.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

8.39.3.1 The proposal is time-stamped at the Purchasing Department after the deadline specified in the RFP.

8.39.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 3.4 (see Section 1.0).

8.39.3.3 Failure to respond to all subsections within the RFP.

8.39.3.4 Proof of collusion among proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

8.39.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

8.39.3.6 The proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

8.40 **WITHDRAWAL OR REJECTION OF RFP:** In the best interest of the School Board, the School Board reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening; to reject any and all proposals and to waive any irregularity in proposals received.

8.41 **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.

8.42 It is the sole responsibility of the **PROPOSER** to assure they have received the entire proposal and any and all Addendum.

8.43 It is the sole responsibility of the **PROPOSER** to assure that their proposal is time stamped in the **PURCHASING DEPARTMENT on or before 2:00 p.m.** on the date due.

8.44 Proposers who receive this RFP from the Purchasing Department will be notified in writing of any changes in the specifications contained in this RFP by Addenda. If any Addenda are issued on this RFP, a good faith attempt will be made to deliver a copy of same to those persons or firms who, according to the records of the Purchasing Department, have previously received a copy of this RFP. However, **PRIOR TO SUBMITTING THE PROPOSAL**, it shall be the sole responsibility of each proposer to contact the Purchasing Department (phone: (954) 765-6120) to determine if any Addenda was issued and, if so, to obtain such Addenda.

8.45 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on the School Board.

8.46 In a competitive procurement process no submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

8.47 The Evaluation Committee and/or SBBC reserves the right to waive irregularities or technicalities in proposals received.

ATTACHMENT A
M/WBE Utilization Report

**The School Board of Broward County, Florida
 Minority/Women Business Enterprise Division
 600 SE 3rd Avenue, 8th Floor
 Ft. Lauderdale, FL 33301**

(954) 760-7470
 (954) 765-6974 FAX

Monthly M/WBE Utilization Report

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
Bid Number:					
Bid Title:					

MINORITY/WOMEN BUSINESS ENTERPRISE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title:

Phone # (____) _____

Date: _____

ATTACHMENT B

Janitorial Cleaning Specifications

JANITORIAL CLEANING SPECIFICATIONS

1. School Board Responsibilities:

- 1.1 The School Board shall provide reasonable storage space(s) for awardee(s) to use that will be necessary for the performance of the services required herein. The School Board shall have access to the rooms for the purpose of inspection for compliance to fire, health, and any other applicable regulations. The use of such rooms shall be the responsibility of awardee(s) and any damage to property, theft of property, or injury to persons resulting from the use of such rooms shall be the liability of the awardee(s). The School Board will not be responsible in any way for the awardee's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or any other incident.
- 1.2 The School Board will supply to awardee(s) light, power, hot and cold water as may be required for the cleaning of premises under the terms of this contract.
- 1.3 All cleaning supplies and appropriate Material Safety Data Sheets (MSDS) will be furnished by SBBC upon request.

2. Awardee(s) Responsibilities and Technical Specifications:

- 2.1 **Hours of Service:** All services will be required to be performed between the hours of 6:00 p.m. to 11:00 p.m., Monday through Friday with a ½ hour break for lunch (dinner), two fifteen minute breaks will be allowed unless otherwise communicated by a SBBC representative. SBBC location may require the awardee(s) to alter work days or work hours in order to meet special SBBC location or building schedule requirements. These services shall involve no additional cost to the School Board. The following holidays will be observed: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, thanksgiving Day, 4th of July, Memorial Day and Labor Day.
- 2.2 **Definitions of Service:** **Daily Service/Care** is defined as five days per business week Monday through Friday. **Weekly Service** is defined as one day per business week, specific day to be determined by a SBBC representative. **Monthly Service** is defined as one business day a month, specific business day to be determined by a SBBC representative. **Annual Service** is defined as once a year. **Quarterly Service** is defined as the 2nd Wednesday of January, April, July and October. **Twice yearly, three times a year, every six months and other special cleaning requirements** will be scheduled by a SBBC representative as per specifications. **Periodic Care** (as required) is defined as a specific routine or schedule as indicated by the Building Manager.
- 2.3 Schedule of cleaning and areas to be cleaned are as follows:

2.3.1 OFFICE AREAS, KCW BOARD ROOM

Vacuum entire floor and traffic area, pick up paper clips, etc	daily
Empty waste cans and replace can liners	daily
Empty recycle waste cans or boxes	daily
Clean water fountains & sanitize fountain surfaces & cabinets	daily
Clean and wetmop non-carpeted floors.....	daily
Spot clean interior windows.....	daily
Spot clean hard floors and carpet.....	daily
Spot clean doors to offices	daily
Spot clean desktops and book cases	daily
Dust air conditioning vents	weekly
Clean doors and jams.....	weekly
Clean kick plates with stainless steel cleaner.....	2 times weekly
Dust filing cabinets, tops of partitions, window sills, book shelves and chairs.....	weekly
High speed buff floors in hallways	weekly
Remove dust from blinds.....	monthly
Dust ceiling and corners for cobwebs.....	monthly
Strip and wax floors in hallways, if applicable.....	3 times yearly
Shampoo and clean entire carpets.....	3 times yearly
Thoroughly clean interior windows	quarterly
Clean all inside glass windows.....	monthly

JANITORIAL CLEANING SPECIFICATIONS (Continued)

2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.3 Schedule of cleaning and areas to be cleaned are as follows (Continued):

2.3.2 KITCHEN AREAS

Clean tables and counter tops.....	daily
Clean sinks.....	daily
Clean door to refrigerator(s).....	daily
Spot clean interior windows.....	daily
Sweep and mop floors.....	daily
Clean table(s) chairs and seats.....	daily
spot clean walls.....	daily
Restock all dispensers.....	daily
Empty trash cans and replace with new liners.....	daily
Clean doors to cabinets.....	weekly
Clean legs to tables.....	weekly
Wash and sanitize trash cans inside and out (at loading dock).....	monthly
Clean all interior windows.....	monthly
Strip and wax floors (remove glue between tiles, if necessary).....	3 times yearly

2.3.3 RESTROOMS

Clean and sanitize bowls and seats with disinfectant.....	daily
Clean and sanitize inside urinals and toilets with disinfectant.....	daily
Clean and sanitize sinks with disinfectant.....	daily
Clean and sanitize shower area(s) with disinfectant.....	daily
Clean and sanitize floors with disinfectant.....	daily
Clean mirrors.....	daily
Clean walls and toilet partitions.....	daily
Remove graffiti from walls and partitions.....	daily
Polish all stainless steel and chrome fixtures.....	daily
Spot clean walls.....	daily
Spot clean doors to and from restrooms.....	daily
Restock all dispensers, if needed.....	daily
Replace wax bags for sanitary napkins.....	daily
Empty trash cans and replace with new liners.....	daily
Spot clean and sanitize trash cans with disinfectant.....	daily
Sweep and wet mop floors.....	daily
Clean and sanitize all fixtures with disinfectant.....	daily
Disinfect drains.....	weekly
Scrub floors at low speed.....	4 times a year

JANITORIAL CLEANING SPECIFICATIONS (Continued)

2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.3 Schedule of cleaning and areas to be cleaned are as follows (Continued):

2.3.4 MAIN CORRIDOR AND HALLWAYS (1st FLOOR)

Clean Security Post inside and out.....	daily
Spot clean walls.....	daily
Clean interior and exterior glass doors.....	daily
Dust mop and polish marble floors.....	daily
Clean tables and chairs in eating areas.....	daily
Clean counter tops.....	daily
Mop floor in vending machine area.....	daily
Clean counter tops at security desks.....	daily
Spot clean windows to showcase.....	daily
Sweep and mop floors in hallways to loading dock.....	daily
Wax floor in vending machine area.....	weekly
Crystallize marble floors.....	during Christmas break or as required
Clean bottom of carpet mats.....	2 times a year
Shampoo top of carpet mats.....	monthly
Clean glass to entranceways (16 panels).....	2 times weekly

2.3.5 ELEVATOR AND ELEVATOR AREAS

Spot clean walls.....	daily
Clean and sanitize hand rails.....	daily
Clean all stainless steel areas with stainless steel cleaner.....	daily
Clean interior glass.....	daily
Mop floors.....	daily
Clean tracks.....	daily
Strip floors.....	bi-monthly
Wax floors.....	as needed
All elevator areas vacuumed.....	daily
All elevator areas will be spot cleaned.....	as needed
Clean doors and jams in elevator areas.....	weekly
Clean windows and sills in elevator areas.....	weekly

2.3.6 INTERIOR AND EXTERIOR STAIRWELLS

Spot clean all stairwell areas.....	daily
Clean doors and rails (second Wednesday of January, April, July and October).....	quarterly
Clean walls in all stairwell areas.....	monthly

2.3.7 PARKING GARAGE AREAS

Clean and empty trash cans and replace with new liners.....	daily
Spot sweep floors for cigarette butts and trash.....	daily
Clean and empty ash cans near garage elevators.....	daily
Clean security post (inside and out) at garage entrance.....	daily
Mop floors in front of elevators and buff.....	daily
Strip and wax elevator entrance areas.....	3 times a year
Pressure clean all five floors to remove dirt and oil stains.....	every 6 months
Clean stairwells.....	daily

JANITORIAL CLEANING SPECIFICATIONS (Continued)

2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.3 Schedule of cleaning and areas to be cleaned are as follows (Continued):

2.3.8 EXTERIOR AREAS

Clean all glass on 1st floor, inside and outside	monthly
Clean glass on 2nd through 14th floors.....	every 6 months
Clean parking garage glass.....	every 6 months
Pressure clean sidewalks and patio areas	every 6 months

2.3.9 MAILROOM

Strip and wax floor.....	3 times a year
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2.4 General Standards and Cleaning Specifications:

2.4.1 Intent: It is the intent of the School Board that all premises be maintained at a high standard of cleanliness. **These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by awardee(s).**

Specifications set forth are meant to be general guidelines, they are not to be construed as complete. All items not specifically included, but found to be necessary to properly clean the buildings, shall be included as though written into these specifications.

2.4.2 Clean: The term “clean” shall mean the removal of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease, etc. through the use of a cleaning agent and tools.

2.4.3 Spot Clean/Mop: The term “spot clean/mop” shall mean not to clean entire surface; clean areas where needed.

2.4.4 Safety: Awardee(s) shall be responsible for instructing their employees in all safety measures. Custodians will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. All workers shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or floor finishing operations. General safety requirements shall be complied with in all activities under this contract.

2.4.5 Restrooms Fixtures: Clean with a germicidal detergent all commodes, urinals, lavatories, shower areas, etc. Clean encrustation, stains, scale, deposits, and build-up inside and outside. All fixtures, faucets, and piping shall be rinsed and polished for a complete job. Clean all restrooms dispensers, mirrors, partitions, doors, walls, vents, shelves, furniture, trim, etc., in all restrooms

2.4.6 Floor Maintenance: General floor maintenance includes all carpeted and non-carpeted areas, stairs, stairwells, and foyers to entrances. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original position.

JANITORIAL CLEANING SPECIFICATIONS (Continued)2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.4 General Standards and Cleaning Specifications (Continued):

2.4.6 Floor Maintenance (Continued):

All floors shall be properly prepared to include, but not be limited to, the removal of visible dirt and debris; removal of wads of gum, tar and similar substances from the floor surface is required. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc., properly rinsed and dry-mopped to present an overall appearance of cleanliness. Wet mopping operations include the use of a cleaning substance. All surfaces shall be dry and corners and cracks clean after the wet mopping or scrubbing. When scrubbing is required, it shall be performed by machine or by hand with a brush.

All tools and equipment shall be maintained in clean condition at all times and neatly stored in the assigned storage areas.

Baseboards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during these operations.

Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions, this applies during inclement weather as well as during cleaning operations. All waxed surfaces must be maintained in order to provide safe anti-slip walking conditions.

After vacuuming operations, all carpeted areas shall be free of dust and debris, no dirt and trash shall be left in corners, under furniture or behind doors. Vacuuming equipment shall be the type which "agitates" the carpet in some manner to aid in the extraction of dust/dirt from the carpet.

After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks, no dirt shall be left in corners, under furniture, behind doors, on stair landings and treads. Sidewalks, entrances, and other assigned areas shall be swept clean of all dirt and trash. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash or foreign matter under desks, tables, or chairs. Damp mopping **does not** include the use of cleaning chemicals. Only "clean water" shall be used for each room. Rinse all floors with clear and clean water.

Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work. All floors shall be left in a clean, orderly and safe condition.

2.4.7 Floor Finishing: The service of floor finishing includes the cleaning and applying of finish to asphalt, rubber, vinyl, and linoleum floor surfaces.

2.4.7.1 Cleaning: Sweep floors thoroughly. Remove all gum and adhesive materials.

2.4.7.2 Stripping: Remove old finish or wax from floors, using a concentrated solution of a liquid cleaner. Cleaner is to be applied with a mop, and scrubbed with an electrical polishing machine with scrub brush or a medium grade scrubbing pad. Extremely stubborn spots, gum, rust, etc., shall be removed by hand with a scouring pad dipped in the cleaning solution. Corners and other areas that the polishing machine cannot reach shall be scrubbed and thoroughly cleaned by hand.

Care shall be exercised so that baseboards and furniture shall not be splashed or marred. Cleaning solution shall be removed with a mop or a water pickup and the floor rinsed twice with clean water to remove all traces of cleaning solution. Do not flood floor with water. Use only enough water as required for good rinsing. Floor shall be allowed to dry thoroughly after rinsing.

JANITORIAL CLEANING SPECIFICATIONS (Continued)2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.4 General Standards and Cleaning Specifications (Continued):

2.4.7 Floor Finishing (Continued):

Finishing: **Apply a minimum of seven coats of floor finish** allowing sufficient drying time between each coat. After the first coat is applied, floor must be buffed. Apply remaining six coats up to, but not touching the base board.

NOTE: Should there be any delay before applying finish after the floor has been cleaned or between coats, the areas must again be cleaned to remove surface dirt and scuff marks before applying finish.

High Speed Buffing/Burnishing: Use gloss restore procedures per District Maintenance's Facility Service Guidelines and Procedures booklet. A copy will be given to awardee(s).

Shampooing and Spot Shampooing: After this service, carpets should be free of stains, smudges and dirt. Spot shampooing shall be done for isolated areas on an as needed basis.

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

2.4.8.1 There shall be no dust streaks.

2.4.8.2 Corners, crevices, molding and ledges shall be free of all dust.

2.4.8.3 There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.

2.4.9 Damp-Wiping: This service consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass, and other specified surfaces and then drying to provide a polished appearance. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.

2.4.10 Bright Metal Polishing: Bright metal polishing may be performed by damp wiping and drying with a suitable cloth if a polish appearance is required. However, if a polishing appearance cannot be produced, the Building Supervisor shall be contacted for direction as to the use of an appropriate metal polish.

2.4.11 Window Washing and Glass Cleaning: After each washing operation all glass shall be clean and free of dirt, grime, streaks, excessive moisture, and shall not be cloudy. Glassware moved during the operation shall be returned to its original position.

2.4.11.1 Window sashes, sills, woodwork about interior glass and other surroundings shall be thoroughly wiped free of drippings and other watermarks.

2.4.11.2 Windows, which require cleaning on both sides, will have the inside and outside cleaning performed on the same day.

2.4.12 Porcelain Ware Cleaning: Porcelain fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

2.4.12.1 Walkways and floors adjacent to fixtures shall be free of spots, drippings and watermarks.

2.4.12.2 Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

JANITORIAL CLEANING SPECIFICATIONS (Continued)2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.4 General Standards and Cleaning Specifications (Continued):

2.4.13 Trash Pick-up and Removal: Empty all waste receptacles (including wastebaskets, ashtray receptacles, trash cans, boxes if labeled “trash”, etc.) Waste receptacles are to be maintained in a clean and odor-free condition. New plastic liners are required daily. Remove and place all trash and waste to a designated central location (dumpster, etc.) for disposal. Trash removal from the premises is not a requirement of this RFP. Empty “recycle paper” containers into recycle bins as needed. If in doubt, set aside material and ask for direction from the Building Manager. Trash should be **LIFTED** onto a trash cart and carried out of the building. **Trash must not be dragged on the floor or carpet.** Torn bags must be placed in another bag to avoid spillage.

2.4.14 Cleaning Conformance: All cleaning must be done in conformance with OSHA safety standards and other local laws and regulations.

2.4.15 Marble Cleaning Specifications: A full maintenance system for marble cleaning will be required. Restoration of all the marble areas, including mechanical disc grinding of work and/or scratched marble, to the original natural luster without the use of any coatings or seals. A daily cleaning of the marble area main lobby floor will be required. This cleaning is intended to remove all sand, dirt and minor stains. All marble cleaning will be accomplished between 7:00 p.m. and 11:00 p.m. Changes in the schedule of hours will be communicated by the building manager. Awardee(s) will be required to supply a Clarke – Stone Care System or equal machine to be used for all restitution. Awardee(s) will furnish and use the MP-18 machine or equal, several diamond disc pads, polishing pads and dry buffing pads for cleaning. It is estimated that the total square foot of marble floor to be maintained is 3,000 square feet. All labor shall be properly trained in the use of floor care machines for the procedure for which they are responsible to clean. Floor shall be left in such a manner as not to restrict normal business during hours the building is open to the public.

2.4.16 Window Cleaning Specifications: All exterior wall glass including vanity screens on the roof shall be cleaned using normal industry cleaning methods and materials.

All exterior wall glass of this facility including vanity screens on the roof shall be scraped to remove all excess silicon sealer remaining from construction. Note: Any silicon sealer required to maintain a tight wall and that would be damaged in the process shall be repaired and/or replaced by the awardee to assure tight wall.

All ten 4' x 4' exterior windows at atrium levels, and all ground level glass store front doors on the first level shall be cleaned on both sides.

For KCW, the four interior windows in the lobby area between the lobby and the elevator shafts shall be cleaned on the lobby side using normal materials and procedures. Note: Access to this area will be controlled by SBBC staff.

For KCW, the two elevators that have glass side panels shall have these four side panels cleaned on both sides. Note: Access to the elevator and elevator shaft will be controlled by elevator service company and any cost charged by the elevator service company shall be paid by the awardee(s). No debris shall be left in the area (i.e. rags, tools, etc.)

JANITORIAL CLEANING SPECIFICATIONS (Continued)2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.4 General Standards and Cleaning Specifications (Continued):

2.4.16 Window Cleaning Specifications:

The exterior glass panels adjacent to the elevator glass side panels shall be cleaned on the inside.
Note: Access to the elevator and elevator shaft will be controlled by SBBC staff.

No debris should be left in an area during or after the cleaning process, (i.e. rags, paper wipes, tools, blades, trash, etc.) and shall be cleaned up by the awardee(s) within a reasonable amount of time.

If ground based power equipment is to be used on the outside of the building, all permits, permission to block sidewalks and appropriate safety equipment shall be the responsibility of the awardee(s).

The use of ladders and/or power equipment that will be used inside the lobby area(s) shall be controlled by SBBC staff.

Bosun/Boatswain chair or swinging scaffold shall be properly rigged from an appropriate beam system including appropriate counter weights and shall be the sole responsibility of the awardee(s) to properly install, operate and remove after cleaning.

The atrium above the security desk shall be cleaned on the inside and outside every six months.

The second and third floor balcony glass shall be cleaned on both sides every day.

Finished job shall show no streaks or residues.

2.5 Awardee's Employees and Training:

2.5.1 Employees: All employees of contractor must be eighteen (18) years of age or older. No minors will be allowed to work under this contract. No children of the awardee's employees are allowed on School Board property during work time.

2.5.2 Appearance: Awardee's personnel shall present a professional appearance, neat, clean, well groomed, courteous, properly uniformed, and conduct themselves in a respectable manner, in the performance of their duties, while on SBBC property. **Awardee's personnel shall wear an appropriate uniform and always be identified with a SBBC ID badge at all times.** (See Section 8.34) SBBC shall be furnished with a list of personnel assigned to this contract. Awardee(s) shall be responsible for keeping this personnel list up-to-date.

2.5.3 Supervision: The supervision provided by the awardee(s) of the cleaning operations is the key to the success of the janitorial management program. Since the janitorial supervisors are responsible of the cleaning operations at their designated locations, it is necessary that they have a thorough knowledge of job methods, equipment, materials, production rates and frequencies and the performance of their staff. Awardee's supervisor, or replacement supervisor, shall be on premises at all times during working hours and be responsible for the work on behalf of the awardee(s).

JANITORIAL CLEANING SPECIFICATIONS (Continued)2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.5 Awardee's Employees and Training (Continued):

2.5.4 On-site Janitorial Supervisor: This is an employee of the proposer in charge of all janitorial employees including subordinate supervisors working on a shift assigned to an individual school. Supervisor must perform inspections or follow-ups necessary to properly control the cleaning operations. Proper procedures and reporting of cleaning inspections will find the problem areas in and outside of the building so they can be given special attention in order to: 1) ensure that the cleaning level in and outside the building is meeting the required standards as indicated in this proposal, 2) identify the cleaner who is not doing his or her job properly and 3) to determine the people who need additional instruction and training.

The supervisor shall supply each employee with specific job duties listing the frequency, when and how to perform their job. A copy of these job duties must be posted by awardee(s) in all janitors closets and/or storage rooms.

2.5.5 Assistant Supervisor or Crew Leader: This is a productive employee of the proposer in charge of a small group of janitorial employees who act as a pace setter and coordinator in working along with subordinates a majority of the time. Number of assistant supervisors or crew leaders assigned will to be determined by proposer.

2.5.6 Awardee(s) shall provide formal on-the-job training and conduct meetings with the awardee's employees on the awardee's own time. District Maintenance Department must be advised in advance of the scheduled dates and times of these training sessions and may elect to attend. Awardee(s) shall provide previously trained and experienced housekeeping personnel for use on this contract.

2.5.7 Awardee's employees will not open desk drawers or cabinets at any time.

2.5.8 Awardee's employees are not to use or tamper with office machines and equipment and SBBC employee's personal property at any time.

2.5.9 Awardee's employees are not to use SBBC telephones at any time. Employees may use outside pay phones, if applicable, during break time only.

2.5.10 Awardee(s) shall enforce strict discipline and good order among their employees. Awardee(s) shall exercise the necessary supervision and control to prevent their employees from violating rules and regulations. Awardee(s) shall, upon notice given by SBBC, replace any employee(s) within twenty-four (24) hours with or without cause.

2.6 Man-Hour Requirements:

2.6.1 It shall be the responsibility of awardee(s) to determine and provide the man-hours that are necessary to accomplish the requirements of this RFP in its entirety, within the prescribed time and to the satisfaction of the SBBC representative.

JANITORIAL CLEANING SPECIFICATIONS (Continued)

2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.6 Man-Hour Requirements (Continued):

- 2.6.2 If the awardee(s) cannot accomplish the requirements of this contract with the number of personnel or man-hours, a SBBC representative may demand an increase in personnel and/or man-hours, until the requirement(s) are met.
- 2.6.3 Awardee(s) must keep an attendance record that will be kept of all workers by date, name, time in, time out and hours worked at the SBBC location. This log should be kept on site and available to the SBBC representative, when requested.
- 2.6.4 Awardee(s) must keep, for each worker, a log of his or her work. The log will be a list of the regular duties as specified by the contract with blanks for time started and time finished. The object of the log shall be to give an accurate account of the time required to complete each task. The final form of the log to be used must meet the approval of the SBBC representative.

2.7 Materials, Supplies and Equipment supplied by SBBC and Awardee(s):

2.7.1 SBBC shall provide awardee(s) with the following products for use in the performance of cleaning services:

- Toilet paper
- Sanitary napkins
- Paper towels
- Body Fluid Clean-up Kits
- Furniture polish
- All purpose spray cleaners
- Stainless steel – cleaner polish
- Liquid floor sanitizers for cleaning
- Floor Finish
- Stripper
- Toilet bowl cleaner & disinfectant
- Deodorant
- Graffiti remover
- Carpet spot remover
- Trash receptacle liners (small, medium & large)
- Wheeled trash barrels for use during service hours
- Other cleaning and maintenance supplies as needed by request

SBBC will provide the awardee(s) with Material Safety Data Sheets (MSDS) for all items, materials and/or substances that are supplied to SBBC for cleaning purposes, when requested.

Awardee(s) shall be responsible to advise SBBC personnel of replacement inventory needs to insure availability of materials in the performance of the contract services

JANITORIAL CLEANING SPECIFICATIONS (Continued)2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.7 Materials, Supplies and Equipment supplied by SBBC and Awardee(s) (Continued):

2.7.2 Awardee(s) shall provide the following materials, supplies and equipment for the performance of the specified services in this RFP:

- Vacuum cleaners (commercial grade) and replacement bags
- Brooms and dustpans
- Dusting and cleaning items and cloths (lint free)
- Chamois
- Rubber gloves
- Ladders (various types)
- Dusters with handles to reach high places
- Commercial grade mops (wet and dust type)
- Buckets with wringers
- Toilet bowl brushes
- Squeegees for both windows and floors
- Scrub brushes with and without handles
- Pressure cleaning machines
- When applicable, floor machines for cleaning and polishing
- Window cleaning equipment
- Other cleaning equipment as needed

All equipment required in the performance of the custodian's duties as set forth herein shall be furnished by awardee(s) at their expense. The School Board reserves the right to require awardee(s) to replace, substitute or modify their equipment if such equipment is harmful to the School Board or its operation or is not sufficient in terms of providing adequate cleaning under this contract. By signing this proposal, the proposer certifies that all material, equipment, etc. supplied by the proposer(s) meets all OSHA requirements. Proposer further certifies that, if he/she is an awardee, and the material, equipment, etc. is subsequently found to be deficient in any OSHA requirement, all costs necessary to bring the material, equipment, etc. in compliance with the aforementioned requirements shall be borne by the awardee(s). The title of all equipment, materials, machines of any kind or nature furnished and used by awardee(s), shall remain in awardee's name and such equipment, materials of any kind or nature shall be removed promptly from the areas specified in this RFP upon the termination of this contract.

2.8 Security Rules:

- 2.8.1 No visitors are permitted within the perimeter of the buildings under contract.
- 2.8.2 No unauthorized personnel are to accompany the contractor's employees to work.
- 2.8.3 After cleaning, building will be locked unless otherwise specified by SBBC representative.
- 2.8.4 No unauthorized use of school telephones except for emergency cases only. Emergency calls can be made by dialing 911.
- 2.8.5 All suspicious persons and situations (i.e. suspicious packages, alarm problems or other safety related details) **SHALL** be reported immediately to SBBC's Security Personnel.
- 2.8.6 Awardee's janitorial supervisors are to promptly notify a SBBC representative at each location of irregularities, i.e. defective plumbing, lights out, etc.
- 2.8.7 No smoking is permitted any time inside buildings. No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of unprescribed legal drugs are permitted on School Board property. No firearms or dangerous weapons are allowed on School Board property.

JANITORIAL CLEANING SPECIFICATIONS (Continued)2. Awardee(s) Responsibilities and Technical Specifications (Continued):

2.9 Miscellaneous Rules and Regulations:

- 2.9.1 Property Damage: Awardee(s) shall advise SBBC personnel immediately of any damage noticed by the awardee's personnel while on duty. Awardee(s) shall immediately report to a SBBC representative on duty, any damage that occurs to SBBC property by awardee's personnel on the same day as such damage may occur. Awardee(s) caused damage shall be promptly corrected to the satisfaction of SBBC, and any cost to resolve the matter will be borne solely by the awardee(s). The School Board may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss and/or damage to the property through negligence of the awardee(s). In the event of a dispute regarding property damage between school, or center and the awardee(s), the decision of SBBC designee shall be final and binding on both parties.
- 2.9.2 SBBC's Right to Change Crew Size or Revise Normal Working Hours: SBBC reserves the right to temporarily or permanently increase or decrease the level of custodial services at any time, or revise the normal working hours based on the needs of the SBBC location with adequate notice to the awardee(s). This may result from a change in the cleaning program, a change in the anticipated use of the building, building renovation, or from circumstances not foreseen by this contract. In such event, awardee(s) shall work with SBBC to increase or decrease the crew staff, or change the normal work hours at no additional cost to SBBC.
- 2.9.3 Coordination with Construction/Renovation Activities within Schools or Centers: Awardee(s) shall coordinate cleaning activities with any construction/renovation activities that may be underway in the building(s). Awardee(s) shall be responsible for removing dust and dirt from areas adjacent to construction areas. Awardee(s) may also be required to delay or reschedule assigned cleaning tasks to avoid interference with construction activities. This will in no way relieve the awardee(s) of its ongoing cleaning obligations under the terms of this RFP.
- 2.9.4 Cleaning Emergencies During the Work Day: On occasion, a cleaning emergency will arise during the work day. Upon request by SBBC, awardee(s) shall handle the emergency with custodians on hand at no additional cost to SBBC.
- 2.9.5 Building Security During Recess Periods: Awardee(s) shall close and lock all windows and exit doors, and turn off all lights when finished cleaning a building. The Building Supervisor shall walk around the outside of the building to check to make sure all windows and doors have been locked and lights turned off. **Doors are not to be propped open at any time while working in a building.**
- 2.9.6 Communications Skills: A minimum competency in the English language is essential to permit discussion of SBBC's concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and non-emergency situations. Awardee(s) should have staff available, as needed, to sufficiently read and write the English language.
- 2.9.7 Temporary Employees: A temporary employee shall be considered a permanent employee of the awardee(s) who is working temporary or as a substitute for someone else assigned to work at a school. Temporary employees shall work no more than five days and can be exempt from a SBBC ID. These temporary employees shall be in uniform and supervised during all service hours by awardee's janitorial supervisor or crew leader.
- 2.9.8 Minimum Wage Rate: Awardee(s) shall be required to pay its employees the current Federal minimum wage rate. SBBC reserves the right to inspect the payroll records of the awardee(s) as may be deemed necessary to determine awardee's compliance with the Federal Wage and Hour Law.

JANITORIAL CLEANING SPECIFICATIONS (Continued)**2. Awardee(s) Responsibilities and Technical Specifications (Continued):**

2.9 Miscellaneous Rules and Regulations (Continued):

- 2.9.9 Unauthorized Work: Any work which may be performed by the awardee(s) prior to receipt of a purchase order, work done contrary to or regardless of the instructions by SBBC or any extra work performed without written authorization, will be considered unauthorized work and at the expense of the awardee(s) and will not be paid by SBBC.
- 2.9.10 Suspension: Awardee's services may be suspended by SBBC if there is perceived breach of security, use of personnel by the awardee(s) who are unknown to SBBC, personnel who pose a threat to the security of SBBC by action, deed or appearance, and/or failure of the awardee(s) to comply with personnel identification requirements. Such suspensions shall be canceled upon the awardee(s) resolving the matter to the satisfaction of SBBC.
- 2.9.11 Reports: Awardee(s) shall provide SBBC with a weekly attendance and/or sign-in sheet for each building location assigned. Attendance and hours shall be recorded daily, or in accordance with the work schedule of services. A legible copy of this report shall be provided weekly to SBBC District Maintenance Department. This report shall verify all hours worked, and serve as a documented personnel attendance log. In addition, awardee(s) shall provide SBBC with a weekly inspection report for each location. The inspection report will verify awardee(s) has performed all required services.
- 2.9.12 Payments: Florida statute prohibits advance payment for services received. Invoices will be processed after performance. SBBC payment policy is a minimum of net 30 days after date of receipt of an invoice. Discounts offered will not be a consideration in determining award. If proposer offers a discount for prompt payment, SBBC requests that the proposer indicate this in their submitted proposal in order for SBBC to promptly pay the invoice within the time prescribed by the proposer.
- 2.9.13 Inspections: SBBC District Maintenance Department or designee reserves the right to make, or cause to be made, such inspections as are deemed necessary to assure that the requirements of these specifications are being fulfilled. If the awardee(s) fails to comply with the specifications, it may be cause for a penalty or termination of this contract.
- 2.9.14 Penalty: Penalty provisions for non-performance: In the event an awardee fails to perform any of the obligations required of contractor or to provide the required janitorial services in a good workmanlike manner, the School Board may suspend or withhold an amount of payment to an awardee(s) of any monies to be paid to awardee(s) pursuant to the contract. Such penalties shall be canceled upon the awardee(s) resolving the matter to the satisfaction of SBBC.
- 2.9.15 Auditing: SBBC reserves the right at any time to audit all reports and paperwork concerning this contract. Awardee(s) will be required to have SBBC auditor(s) review and copy any or all reports and paperwork under the Sunshine Law.
- 2.9.16 Meetings: Meetings with the awardee(s) may be called by SBBC's District Maintenance Department. A representative(s) from the awardee's firm will be required to attend when notified.

ATTACHMENT C

Reference Information

REFERENCE INFORMATION

PLEASE PROVIDE REFERENCES FOR YOUR THREE LARGEST CLIENTS.

1. Client Name: _____
Business Address: _____

Service Address: _____

Contact Person: _____

Telephone Number: _____
Number of Employees: _____
Services Performed for Client: _____

How long has account been active (state in years and months): _____

2. Client Name: _____
Business Address: _____

Service Address: _____

Contact Person: _____

Telephone Number: _____
Number of Employees: _____
Services Performed for Client: _____

How long has account been active (state in years and months): _____

REFERENCE INFORMATION (Continued)

3. Client Name: _____
- Business Address: _____
- _____
- Service Address: _____
- _____
- Contact Person: _____
- _____
- Telephone Number: _____
- Number of Employees: _____
- Services Performed for Client: _____
- _____
- How long has account been active (state in years and months): _____

ATTACHMENT D

M/WBE Participation

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

M/WBE Firm	Contact Person and Telephone Number	Address	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE

ATTACHMENT E

Site Plans for Kathleen C. Wright Administration Center, North Central Area Superintendent's Offices and METRIC

(See Cover Page of RFP in order to obtain floor plans)

ATTACHMENT F

Statement of “No” Response

ATTACHMENT F, STATEMENT OF "NO" RESPONSE

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
 Purchasing Department
 Suite 323
 7720 West Oakland Park Boulevard
 Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

ATTACHMENT G

DRUG-FREE WORKPLACE PROGRAMS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

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

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)