SECOND RENEWAL TO AGREEMENT FOR CUSTODIAL MANAGEMENT SERVICES

This Second Renewal to Agreement for Custodial Management Services (the "Amendment") is by and between The School Board of Duval County, Florida, a district school system in the State of Florida (the "District"), and GCA Services Group, Inc., a Delaware corporation authorized to transact business in Florida (the "Contractor").

1. **Background.** This Amendment pertains to the Agreement for Custodial Management Services dated effective December 9, 2015, together with that certain First Renewal to Agreement for Custodial Management Services dated effective February 7, 2018 (collectively, the "Agreement") between the District and Contractor.

2. **Effective Date.** The effective date of this Amendment is May 9, 2019.

3. **Definitions.** The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Amendment.

4. **Amendment.**

   a. Pursuant to Section 1.8 of the RFP, the District and Contractor hereby agree that the term of the Agreement, which is scheduled in the Agreement to end on June 30, 2019, is hereby extended for another year commencing immediately upon the expiration of the existing term and ending on June 30, 2020, with such renewal term to be upon and subject to all of the terms, provisions, and conditions of the Agreement except as modified in this Amendment.

   b. Pursuant to Section 13.0 of the RFP, the District hereby grants the second of four incentive renewal options (for the potential renewal term of July 1, 2023 through June 30, 2024). The exercise of this potential incentive renewal option is subject to the approval of The School Board of Duval County, Florida.

5. **Authority.** The District and Contractor represent and warrant to each other that each party has full right and authority to execute and perform its obligations under the Agreement as modified by this Amendment, and each party and the person(s) signing this Amendment on each party's behalf represent and warrant to the other party that such person(s) are duly authorized to execute this Amendment on the respective party's behalf without further consent or approval by anyone.

6. **Miscellaneous.** This Amendment is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors, legal representatives and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the Agreement and this Amendment, the provisions of this Amendment shall control.

7. **Counterpart and Facsimile Signatures.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

[Signatures on next page]
IN WITNESS WHEREOF, the District and the Contractor have each caused this Amendment to be signed and delivered by its duly authorized officer, all as of the effective date set forth above.

ATTEST:

By: Dr. Diana L. Greene
    Superintendent of Schools and
    Ex-Officio Secretary to the Board

SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: Lon Hershey, Chairman

Form Approved:

By: Kareem Chappell
    Office of General Counsel

Approved by the Board on May 7, 2019

Witnesses:

By: 
Name: Osmecia Griffin

GCA SERVICES GROUP, INC.

By: 
Name: Gene
Title: Senior Vice President

By: 
Name: Constance
May 7, 2019, Regular Board Meeting

Title
45. RENEWAL - CUSTODIAL SERVICES MANAGEMENT, RFP NO. 01-16/TW

Recommendation
That the Duval County School Board approve the renewal and amendment of the contract with GCA Services Group, Inc. for Custodial Services Management for the first option year period of July 1, 2019 through June 30, 2020.

That the Duval County School Board also approve extension of the contract duration by second potential incentive renewal year (July 1, 2022 through June 30, 2023) subject to future Board approval for actual award.

That the Duval County School Board authorize the Board Chairman or Vice Chairman and Superintendent to execute the contract renewal and amendment upon form approval by the Office of General Counsel.

Description
The Custodial Services Management contract is in its first renewal period (July 1, 2018 through June 30, 2019). The contract has three remaining one year renewals (July 1, 2019 through June 30, 2022) plus three potential one-year incentive renewals remaining. Incentive renewals are only granted if the contractor's performance is superior as determined by the district. The first incentive renewal period was granted last year as part of the renewal process. GCA's sustained, superior performance during the current base period warrants granting the second incentive renewal (July 1, 2023 through June 30, 2024). The Request for Proposal (RFP) requires a decision to be made on the second incentive renewal no later than July 31, 2019 after which the second incentive renewal can no longer be granted. If granted, nothing herein or within the contract documents obligates a future School Board to award the incentive renewal in 2023.

Gap Analysis
Approval of the contract renewal is required by School Board Policy and Florida Statute.

Previous Outcomes
Overall Principal Ratings averaged 95.29 points on a 100 point scale since beginning of this contract. Reporting has been consistent each month with lowest monthly average of 94.63 (Oct 2018) and highest monthly of 96.07 (May 2017). The high average scores and consistency each month demonstrates sustained superior performance by GCA.

Expected Outcomes
Continued sustained, superior performance on the contract.

Strategic Plan Goal
Ensure Effective, Equitable, & Efficient Use of Resources Aligned to Improved Student Outcomes
Financial Impact
Funding Stream;
RC; All Schools
Fund; 10018
Function; 7900
Object; Contracted Services 390

Current 2018-19 Contract Year; The current contract cost is projected at $27.4M. Contract cost increases were primarily due to increased contractor labor costs (e.g., replacement worker for in-house labor attrition and higher wages due union wage rate adjustments), and a Consumer Price Index (CPI) cost increase. The contract cost increases are largely offset by the in-house custodial labor cost reductions projected through June 2019.

Renewal 2019-20 Contract Year; The contract renewal cost, worst case estimate, equals approximately $28.4M. The estimate assumes hiring additional replacement workers for retiring and/or resigning in-house custodial workers, a 3% union wage rate adjustment, and a 3% increase in Consumer Price Index for all Urban Consumers (CPI-U). This cost increase could be reduced/offset in part or entirely within the general revenue budget by lower in-house custodial labor costs (due to retiring/resigning workers), a lower wage union rate adjustment, and/or a lower CPI-U increase. The actual CPI, union wage rate, and replacement labor costs will not be known until the June 2019 timeframe at the earliest.

Contact
Donald Nelson, Assistant Superintendent, Operations, 904-390-2008
Paul Soares, Executive Director, Design and Construction, 904-390-2498

Attachments
1. Second Renewal - Custodial Services - 2019
**Contract Submission Form**

**Contact Information**  
(Please Fill In)

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**Vendor's Information**

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<td>Vendor's Contact Person</td>
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<td>Vendor's Telephone Number</td>
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Prior Relationship with Vendor/Contractor:  
Renewal [✓] Extension [ ] Amendment [ ] New [ ]

Prior DCSB Attorney assigned, if known:

**CONTRACT SUBMISSION PROCESS**

1. Attach vendor’s WORD version of the contract to this form;
2. **IF AN AGENDA ITEM** - Attach Agenda Item (see below) to this form and e-mail an electronic version in MS Word format to Karen Chastain, ChastainK@duvalschools.org, with a copy to Brian McDuffie (mcduffieb@duvalschools.org) and Debbie Carter (carterd@duvalschools.org);
3. **NOT AN AGENDA ITEM** - Attach a signed Purpose Page and E-mail an electronic version in MS Word format to Brian McDuffie (mcduffieb@duvalschools.org) and Debbie Carter (carterd@duvalschools.org);
4. By your submission of this form, you certify that you have created a "purchase requisition" through the SAP 02 level release, utilizing the funding source identified below.

| Contract Amount | $26,380,415.77 |
| Due date of services (interim tasks and due dates) | 6/30/2020 |
| Funding Source | Operating Fund 10018 |
| Purchase Requisition Number(s) |  |
| Payment Schedule (Are the payments made monthly, when task is finished, etc.) | 26 equal bi-weekly payments |
| Location of services (school, off site facility, etc.) | Districtwide |
| **Contract Under $75,000** | Yes [ ] No [✓](If "No" - Board approval required) |
| **Purpose Page Required** | Yes [ ] No [ ] (If "Yes" - please submit) |
| **Policy 7.41 (no board signature required)** | Yes [✓] No [ ] |
| **Contract Over $75,000** | Yes [✓] No [ ] |
| Date on Board Agenda | May 7, 2019 |

**Signature (electronic is okay)**

Print: Tarek Ghandour  
Date: 03/22/2019

**Revised 7/18/18**
FIRST RENEWAL TO AGREEMENT FOR CUSTODIAL MANAGEMENT SERVICES

This First Renewal to Agreement for Custodial Management Services (the "Amendment") is by and between The School Board of Duval County, Florida, a district school system in the State of Florida (the "District"), and GCA Services Group, Inc., a Delaware corporation authorized to transact business in Florida (the "Contractor").

1. Background. This Amendment pertains to the Agreement for Custodial Management Services dated effective December 9, 2015 (the "Agreement") between the District and Contractor.

2. Effective Date. The effective date of this Amendment is February 7, 2018.

3. Definitions. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Amendment.

4. Amendment.

a. Pursuant to Section 1.8 of the RFP, the District and Contractor hereby agree that the term of the Agreement, which is scheduled in the Agreement to end on June 30, 2018, is hereby extended for another year commencing immediately upon the expiration of the existing term and ending on June 30, 2019, with such renewal term to be upon and subject to all of the terms, provisions and conditions of the Agreement except as modified in this Amendment.

b. Pursuant to Section 13.0 of the RFP, the District hereby grants the first of four incentive renewal options (for the potential renewal term of July 1, 2022 through June 30, 2023). The exercise of this potential incentive renewal option is subject to the approval of The School Board of Duval County, Florida.

c. Pursuant to Section 1.9.G. of the RFP, the District expressed that pressure washing services are considered within scope of services of the RFP and could be considered as additional special project work that could be added as mutually determined by the District and the Contractor. Through mutual agreement between the Contractor and the District, the Contractor will add one full time equivalent (FTE) dedicated to pressure washing services, as directed by the District, at an annual cost not to exceed $60,181.12 for this renewal period and any future renewal periods within the term of the Agreement. The cost for this additional service is subject to Section 9.0; Consumer Price Index (CPI) of the RFP for cost adjustment in any future renewals terms.

5. Authority. The District and Contractor represent and warrant to each other that each party has full right and authority to execute and perform its obligations under the Agreement as modified by this Amendment, and each party and the person(s) signing this Amendment on each party’s behalf represent and warrant to the other party that such person(s) are duly authorized to execute this Amendment on the respective party’s behalf without further consent or approval by anyone.

6. Miscellaneous. This Amendment is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors, legal representatives and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the Agreement and this Amendment, the provisions of this Amendment shall control.

7. Counterpart and Facsimile Signatures. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

[Signatures on next page]
IN WITNESS WHEREOF, the District and the Contractor have each caused this Amendment to be signed and delivered by its duly authorized officer, all as of the effective date set forth above.

ATTEST:
By: Dr. Patricia S. Willis,
Superintendent of Schools and
Ex-Officio Secretary to the Board

SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
By: Paula D. Wright, Chairman

Form Approved:
By: Office of General Counsel

Approved by the Board on February 6, 2018

Witnesses:
By: JASON D. WHITAKER
Name: GCA Services, Inc.
Title:President

By: AGI, Inc.
Name: Michael M. Morris
Title: President
ADDENDUM TO AGREEMENT
BETWEEN DISTRICT AND CONTRACTOR
Custodial Management Services RFP No. 01-16/TW

THIS ADDENDUM (the "Addendum") is by and between The School Board of Duval County, Florida, a political subdivision of the State of Florida (the "District" or "DCPS"), 1701 Prudential Drive, Jacksonville, Florida 32207, and GCA Services Group, Inc. a Delaware corporation authorized to transact business in Florida (the "Contractor"), and pertains to that certain Agreement for Custodial Management Services dated December 9, 2015 between the District and the Contractor. The effective date of this Addendum is March 1, 2018. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Amendment.

WHEREAS, the District and the Contractor entered in an Agreement on December 9, 2015 for Custodial Management Services per RFP No. 01-16/TW (the "Agreement"), as approved by the Duval County School Board on December 7, 2015;

WHEREAS, the Agreement (in section 1.9(F) of the RFP) permits the District to add additional services, including but not limited to grounds maintenance;

WHEREAS, the District and the Contractor amended the Agreement to add Grounds Services per Addendum dated April 1, 2016 (the "Prior Addendum");

WHEREAS, the District and the Contractor desired to amend and restate in its entirety the Prior Addendum and accordingly the parties entered into that certain "Amended and Restated Addendum" issued on May 1, 2017.

WHEREAS, the parties desire to enter into this amendment to the Amended and Restated Addendum pursuant to this Addendum according to the terms set forth below.

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

1. Attachment A (School Names, Numbers, Cost Per Facility Per Service (2017-18)) of the Amended and Restated Addendum of May 1, 2017 is deleted in its entirety and replaced with Attachment A1 (School Names, Numbers, Cost Per Facility Per Service – 2018/19) attached hereto and incorporated herein by this reference.

2. Exhibit 1, Section 1 ("Landscape Maintenance"), Paragraph I ("Pruning") of the Amended and Restated Addendum is deleted in its entirety and replaced with the following;

   I. Pruning: Pruning shall be accomplished in conjunction with each mowing, edging and trimming schedule. Pruning of hedges and shrubs shall be in accordance with good horticultural practices.
      a. Tree branches and palm fronds shall also be pruned up to 10 ft above the ground in the following areas:
         1. Bus Loops
         2. Main entrances and the front of schools
         3. All playgrounds
         4. All Courtyards
         5. All exterior picnic or break areas
         6. All traffic area
      b. All other non-traffic (foot or vehicle) shall be maintained at 8 feet from the ground. These areas include retention ponds, non-play areas, etc. If an area is questionable, the DCPS Contract Manager shall clarify and their decision will be final.
c. Generally, shrubbery around building perimeter shall be maintained at a height below window level and 18 inches away from the building as required per fire and safety code. It must be noted that the height requirement of the tree limbs was previously at 6 feet from the ground. The awarded contractor must bring all trees to the height of 10 feet within 4 months of award of contract. Please include in your bid the cost of trimming and maintaining the trees at this height.

3. This Addendum is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors, legal representatives and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the Agreement and this Addendum, the provisions of this Addendum shall control.

4. This Addendum may be signed via facsimile and counterpart signature, the facsimiles and counterparts of which when taken together shall be deemed to constitute an entire and original Addendum.

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

Witnesses:

By: ____________________________
Name: __________________________

By: ____________________________
Name: __________________________

ATTEST:

By: ____________________________
Dr. Patricia S. Wills, Superintendent of Schools and Ex-Officio Secretary to the Board

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: ____________________________
(Signature not required per Board Policy 7.70)
Paula D. Wright, Chairman

Approved by Board on December 7, 2015
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</table>
AMENDED AND RESTATED ADDENDUM TO AGREEMENT
BETWEEN DISTRICT AND CONTRACTOR
Custodial Management Services RFP No. 01-16/TW

THIS AMENDED AND RESTATED ADDENDUM (the "Addendum") is by and between The School Board of Duval County, Florida, a political subdivision of the State of Florida (the "District" or "DCPS"), 1701 Prudential Drive, Jacksonville, Florida 32207, and GCA Services Group, Inc. a Delaware corporation authorized to transact business in Florida (the "Contractor"), and pertains to that certain Agreement for Custodial Management Services dated December 9, 2015 between the District and the Contractor. The effective date of this Addendum is May 1, 2017. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Addendum.

WHEREAS, the District and the Contractor entered into an Agreement on December 9, 2015 for Custodial Management Services per RFP No. 01-16/TW (the "Agreement"), as approved by the Duval County School Board on December 7, 2015.

WHEREAS, the District and the Contractor amended the Agreement to add Grounds Services per an Addendum dated April 1, 2016 (the "Prior Addendum").

WHEREAS, the District and the Contractor desire to amend and restate the Prior Addendum as of the Effective Date, as more set forth herein.

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

1. The Prior Addendum is deleted in its entirety and replaced with the Amended and Restated Addendum attached as Exhibit 1, which is hereby incorporated by reference.

2. MISCELLANEOUS:

This Addendum is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors, legal representatives and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the Agreement and this Addendum, the provisions of this Addendum shall control.

3. This Addendum may be signed via facsimile and counterpart signatures, the facsimiles and counterparts of which, when taken together, shall be deemed to constitute an entire and original Addendum.

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

Witnesses:

By: __________________________

Name: [Signature]

By: __________________________

Name: [Signature]

GCA SERVICES GROUP, INC.

By: __________________________

Name: [Signature]

[Signatures on next page]
ATTEST:

By Patricia S. Willis, Superintendent of Schools and Ex-Officio Secretary to the Board

Form Approved:

By Karen M. Chapman, Office of General Counsel

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By {Signature not required per Board Policy 7.70} Paula D. Wright, Chairman

Approved by Board on December 7, 2015
EXHIBIT 1

Amended and Restated Addendum to
Custodial Management Services RFP No. 01-16/TW

Effective May 1, 2017, the parties agree to this Amended and Restated Addendum for Grounds Services scope of work for the existing contract referenced above. The contractor will provide Grounds Services as specified in this document for the forty-two (42) schools listed in Attachment A, as per RFP No. 01-16/TW, Section 1.9(F) – Other Non-Custodial Services and Options: Which states The District may choose to negotiate with the Contractor for Integrated Pest Management, Grounds Maintenance, Electrical Maintenance, Plumbing/Irrigation Maintenance, Carpentry Maintenance, Full Building Maintenance or other services as may be requested. Scope of services would be added to this contract via the amendment process. Pricing would be negotiated and determined by comparison of pricing for similar services provided to the district by other means.

The contractor will provide lawn care as specified in this addendum for a base rate of $296,186.76 per contract year. The Service Schedule for services specified in this addendum will be provided as follows:

<table>
<thead>
<tr>
<th>Jan</th>
<th>0 Services</th>
<th>Jul</th>
<th>2 Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb</td>
<td>1 Service</td>
<td>Aug</td>
<td>2 Services</td>
</tr>
<tr>
<td>Mar</td>
<td>1 Service</td>
<td>Sep</td>
<td>2 Services</td>
</tr>
<tr>
<td>Apr</td>
<td>2 Services</td>
<td>Oct</td>
<td>2 Services</td>
</tr>
<tr>
<td>May</td>
<td>2 Services</td>
<td>Nov</td>
<td>1 Service</td>
</tr>
<tr>
<td>Jun</td>
<td>2 Services</td>
<td>Dec</td>
<td>1 Service</td>
</tr>
</tbody>
</table>

Total Services Per Annum Per Facility: 18
Total Services Per Annum: 756
Cost Per Facility Per Service: See Attachment A

The specifications below and the schedule provided above are in addition to all existing requirements in RFP No. 01-16/TW.
SPECIFICATIONS FOR AMENDED AND RESTATED ADDENDUM

I. LANDSCAPE MAINTENANCE

A. Scope of Work: The standards outlined in this document shall be adhered to upon start of the contract, regardless of condition prior to contract award. Work shall include, but will not be limited to:

1) Mowing
2) Debris Collection and Blowing
3) Edging all walkways, roadways, patices, courtyards, planters, and curbs
4) Trimming around natural and man-made objects, to include fencing and portables
5) Weeding planters, plant beds, parking lots, sidewalks, and other paved surfaces
6) Pruning hedges, shrubbery, low tree branches (10ft or less above the ground), and palm fronds

B. These services listed above (1-6) will be provided during and throughout the established cut schedule, on a routine basis, so that the appearance of facilities is maintained on a consistently high level. The contractor will be responsible for the normal pick-up and disposal of litter, such as paper, branches and fallen palm fronds. Payment will be directly connected to the completion of above (1-6) in the following manner:

1) Satisfactory Completion (as determined by DCPS) of Mowing (1) & Debris Collection and Blowing (2) will result in payment of 75% of contracted amount for that site regardless of amount invoiced. Any work determined to be “Unsatisfactory” by DCPS in either of these categories (1 or 2) will result in non-payment of the 75% available payment for these services.

NOTE: Example of Quality Control Form (Attachment B.)

2) Satisfactory Completion of Edging (3), Trimming (4), Weeding (5) & Pruning (6) will result in payment of 25% of the contracted amount for that site regardless of amount invoiced. Any work determined to be “Unsatisfactory” by DCPS in any of these categories (3-6) will result in non-payment of the 25% available payment for these services.

NOTE: Example of Quality Control Form (Attachment B.)

Each monthly pay request will require the following: (failure to include all below may significantly delay payment because the invoice will be incomplete and will not be a proper invoice pursuant to the Prompt Payment Act):

- Schedule for following month;
- Accurate Invoice including list of schools, group, cost per cut, and date of service;
- DCPS Lawn Maintenance Service Ticket (Attachment C) validated by school personnel;
- Current list of badged personnel with expiration dates and job title;
NOTE: The DCPS Lawn Maintenance Service Ticket (Attachment C) that is signed by the school and required for payment does not necessarily indicate satisfactory completion of the work and payment percentages above still apply.

The intent is to receive 100% of contracted service and pay for 100% of contracted amount for each site. Contractor will have 72 hours to correct items that resulted in less pay than 100% and arrange inspection by DCPS contract manager, after 72 hours no payment will be made for those services on that particular service.

C. Work Schedule: In addition to the monthly schedule provided on the last Friday of the month prior, the contractor shall provide to DCPS Facilities Maintenance Department, by close of business on the Friday of the week prior, a schedule of schools that will be serviced during the following week (in accordance with the time of year and prescribed service schedule). The contractor shall provide by the end of the day, a list of schools serviced that day. This listing should be faxed or emailed to the Facilities Maintenance Department Office (fax at 858-6312/email address to be provided). For any work completed on the weekend, holiday or non-school day, the list shall be faxed or emailed by noon of the next regular work day. NOTE: If contractor chooses to service the school on the weekend, the contractor is responsible to return to the school the next day that the school is open to service all non-accessible areas and to have the DCPS Maintenance Service Ticket (Attachment E) validated by school personnel.

When conditions at any site are unfavorable for the completion of landscape maintenance on the scheduled day because of delays due to no fault of the contractor or due to acts of nature, the contractor may cease their attempt to complete work until conditions are favorable. This delay shall not nullify the contractor's responsibility to perform within a reasonable time after conditions improve sufficiently to finish work.

Quality Assurance will be assessed by the District following service to facilities. It is the intent of DCPS Facilities Inspector to check facilities services within 72 hours following service and evaluate that service using a DCPS Lawn Maintenance Quality Control Inspection Form (Attachment B). Should contractors fall behind schedule for any reason, including rain, they will advise the school and the Supervisor; Facilities Maintenance, of the intended adjustment date prior to performing on the adjusted date.

The number of services required per month at each facility listed in Attachment A is listed below by month in the Bid Proposal Form. It should be noted that additional services per month may be requested and contractor will provide those services as requested at the price quoted on Bid Proposal Form.

D. Work Areas: Mowing retention ponds to the waterline is a requirement in this contract and may require a combination of lawn mower and line trimming to accomplish. Accessible Heating, Ventilation and Air Conditioning (HVAC) equipment pads, fenced-in areas, enclosed playground areas with fall protection (sand or mulch), and bicycle stands are to be serviced as part of this contract as well. Access to HVAC enclosures shall be coordinated with DCPS in advance because they require a special key that will not be provided. Any other areas not accessible shall be brought to the attention of DCPS as soon as possible. Additionally, ditches, swales and other irregular areas in the boundary area must be maintained as part of regular service. NOTE: Schools and their associated PTA (and other volunteer groups) may occasionally add gardens, fences and other small structures that may create minor changes to service patterns. These minor changes will not change the service requirements for the schools. However if larger projects or large amounts of fencing and/or other barriers are added after the contract is awarded, it is the responsibility of the contractor to request a meeting on site with the DCPS contract manager to negotiate appropriate changes to the service and payment. Additionally, upon award of contract the contractor will have 60 days to bring serviceable areas up to acceptable levels. If conditions are too severe to be reasonably improved, it is the contractor's responsibility to contact
the DCPS contract manager to discuss arrangements to complete the work (to include extension of
time and/or task order).

E. Mowing: Mower blade height shall be set in accordance with standard horticultural practices.
DCPS facilities have varying types of turf including Argentine Bahia, Bermuda and St Augustine. Mowing
height will be as follows:

<table>
<thead>
<tr>
<th>Turfgrass Species</th>
<th>Optimal Mowing Height (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bahiagrass</td>
<td>3.0 - 4.0</td>
</tr>
<tr>
<td>Bermudagrass</td>
<td>1.5</td>
</tr>
<tr>
<td>St. Augustinegrass</td>
<td>3.0 - 4.0</td>
</tr>
</tbody>
</table>

Clippings may not be left on the lawn as readily visible clumps after mowing. All mower blades must
be sharpened and alignment adjusted on a regular basis so as to NOT damage grass blades or leave an
uneven cut. All areas adjacent to where a mower turns, whether paved or landscaped, shall be left free from
clippings immediately following mowing. The pattern or direction of each mowing shall be altered 90
degrees from the direction of the previous mowing, site permitting. Mowing pattern shall create straight
lines when possible. A small trim mower shall be used to trim berms.

F. Edging: Edging of sidewalks shall NOT be accomplished by the use of liquid herbicide (e.g.,
Roundup). All walks and curbs on site shall be edged by using a gas-powered edger with a metal blade.
Turf edging of shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather
than "trimming" is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform
line, every other mowing cycle. All perimeter sidewalks whether owned by the district, or other
governmental entity shall be edged on both sides. Upon completion of the edging operations, the turf edge
shall be at least 3/8" and not more than 5/8" back from the edge of the pavement, with a minimum
depth of 2". All debris shall be removed from the turf, CURBING and pavement immediately
following completion of this operation (Grass clippings and dirt must not be allowed to collect in the
curb areas).

G. Trimming: Trimming and/or vegetation control around natural and man-made objects shall be
scheduled with each mowing. Line trimming shall be performed in a manner that cuts the grass blades at
approximately the same height as the mower. Line trimmers and mowers shall not make contact with the
bark of any landscape plants. Fence lines and enclosures shall be kept clean of plant growth. Portable
building structures and adjacent ramps shall also be kept clean of plant growth (debris is also to be
removed from under the portable units during each scheduled site visit).

Improper use of line trimmers resulting in damage or destruction to plants will not be acceptable practice.
Plants damaged by line trimmers will be replaced at the contractor's expense with plants of equal size and
value.

H. Weeding: All dedicated enclosed playground areas with fall protection (sand or mulch), shrub
beds, tree rings, gravel and pavement on site shall be kept free from weeds. All exotic pest plants shall be
removed/eliminated from site. Manual weeding shall be done in conjunction with chemical and mechanical
weed control measures. Weeds are to be manually or mechanically removed from shrubs, hedge,
ground cover or flowerbeds at each visit. Chemical weeding must be safe, effective and timely. It is
highly recommended that the contractor be able to do chemical weeding. In the event that rain will affect
the effectiveness of the chemicals, the contractor must manually weed.

I. Pruning: Pruning shall be accomplished in conjunction with each mowing, edging and
trimming schedule. Pruning of hedges and shrubs shall be in accordance with good horticultural practices.
Tree branches that are lower than 10 feet from the ground as well as palm fronds shall also be pruned as required. Generally, shrubbery around building perimeter shall be maintained at a height below window level.

J. Debris Collection and Blowing: All debris generated by the contractor shall be removed from sites. Dumpster containers and other on-site trash disposal containers will not be used by the contractor to dispose of debris. State and local ordinances regarding disposal of landscape debris must be followed. Contractor shall be responsible for removing all limbs, palm fronds, and other ground debris including those on paved surfaces each time a maintenance service is performed. Drain covers throughout the facility site shall be cleared of debris at each scheduled service. Prior to the completion of each service, walkways, roadways, and patios, courtyards shall be blown off. Contractors will not cut grass or blow clippings in the presence of students or during arrival or departure times.

2. HERBICIDES

When applying herbicides, a band of control shall not exceed 6" on either side of fence lines and four inches adjacent to buildings, signs and other improvements. MSD Sheets must be provided to the Facilities Maintenance Department office for any chemical used at any school site. The contractor shall comply with all requirements of local, county, state and federal laws regarding the use of pesticides and herbicides. When applying herbicides, contractors will inform the school and contract manager of the date three (3) days before the application. When treating for weeds an indicator needs to be added to the spray

3. MULCHING AND FALL PROTECTION

Procurement and installation of mulch and fall protection shall be upon the request of DCPS. Mulch for flower beds shall be red cypress mulch of commercial grade and layered 2 inches deep. Mulch for fall protection shall either be a mulch of fine-grade or sand, also of a fine-grade, as specified by DCPS. Installation of the mulch and/or fall protection will be provided and installed at the rate quoted on the Bid Proposal Form. Location of the mulch and sand installation will be provided as required by the District, when desired. All plant growth shall be removed from these areas prior to mulching or the addition of sand.

4. SPECIAL ASSIGNMENTS

DCPS may request special services not mentioned herein. These services may include, raking, tropical storm or hurricane clean-up; procurement and installation of mulch for flower beds. Contractor may be required to provide separate pricing quotes for these services, these quotes are not binding and the owner may seek additional quotes for best pricing.

5. SAFETY TO PERSONNEL AND PROPERTY

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site. Prior to commencement of work at a site, check in with the main office and sign in the “maintenance log” and inform the main office personnel of the approximate duration of work, equipment uses that might be an impact to the safety of children and/or vehicles that need to be moved that may be damaged otherwise. This coordination with the main office shall be done in advance, in order to minimize any effect on safety, school activities. Upon completion of work, return to the main office and sign out in the “maintenance log”. On weekends, holidays or after normal working hours (DCPS), notification shall be made to DCPS Security at 855-3319
The contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, windows, etc., broken or damaged as the result of contractor's operations. Damage to property and/or improvements by the contractor's equipment or personnel during the course of contractual duties will be repaired or replaced at the contractor's expense. The Facilities Maintenance Department Inspector shall be notified of damaged plant materials and irrigation equipment resulting from vehicular equipment or storm damage and vandalism.

6. **EQUIPMENT OPERATION**

All equipment operated on any school district site shall be equipped with guards and/or shields to minimize the possibility of injury to the general public. Machinery not equipped with safety devices shall not be operated at any facility housing students, staff or other personnel. No power equipment shall be operated in the vicinity of students during periods such as class change, recess, fire drills, etc. Proper operation of equipment is the contractor's responsibility.

7. **TESTING AND FLORIDA COMPREHENSIVE ASSESSMENT TEST (FCAT)**

No activity shall be conducted at the schools that may impact the school during prescribed testing dates. These dates shall be provided by each school and the contractor shall adjust service accordingly.

8. **SITE IMPROVEMENTS**

The District reserves the right to make site improvements upon its property which shall include but not be limited to sod, irrigation, landscape design, and construction projects. Such site changes that affect the contractor shall be remedied with **increases or decreases** in compensation to the contractor to the limits specified in this bid. The Supervisor, Facilities Maintenance Department must approve requests for additional charges by contractors after review and determination of monetary impact of improvements on contractors. Approved payments will start when additional maintenance is commenced. The School District shall not be responsible for retroactive compensation beyond 30 days.

9. **ADDITIONAL CONTRACT REQUIREMENTS**

A. Each contractor is required to maintain an interval of not less than ten (10) days between service visits during those months requiring three service visits, not less than fifteen (15) days for months requiring two visits, and an interval of not less than 30 days between cuts in the months requiring one cut. Changes to this requirement shall be agreed upon in writing.

B. The contractor shall provide quality service and complete the entire scheduled worksite service and correct deficiencies identified by grounds inspectors. Payment will be made relating to satisfactory completion as outlined in Section 1.B of the Specifications.

   a. The contractor shall promptly correct all work rejected by DCPS as defective or as failing to conform to the contract documents as reported by the DCPS contract manager. By accepting award of this contract, the owner and contractor agree to the following payment schedule:

      • 75% of line item bid price will be paid upon successful completion as stated in Section 1.B.1 of the Specifications.

      • 25% of line item bid price will be paid upon successful completion as stated in Section 1.B.2 of the Specifications.
C. The contractor will sign in upon arrival and sign-out on departure at the worksite (during regular schools days or office hours) or notify Security during non-duty hours (evenings, weekends, holidays, etc.) prior to entry and departure. Schools with interior courtyards (i.e. Greenfield ES, Beaucercle ES, etc.) and courtyards not accessible during the weekends shall be done during regular business hours.

D. All work must be continuous and commence on approved schedule or approved adjusted schedule. In order to assure expeditious inspection of completed service visit, the Facilities Maintenance Department Inspector shall schedule inspections in accordance to the schedules provided by the contractor. The only acceptable changes in dates are those that are approved by the /Supervisor. Facilities Maintenance Department orally, to be confirmed in writing, to include changes caused by rain, hurricane, etc. Contractor shall notify the District’s /Supervisor of Facilities Maintenance Department immediately upon need to reschedule for any reason.

E. Contractors will send emails daily of properties that have been serviced that day.

F. Treatment of wasps and other pests should be reported to the school and the Landscape Contract manager. Pests will be treated by the Integrated Pest Management contractor for DCPS.

G. All gates are to be secured upon entering the school or service area and secured upon leaving the school.

H. When window glass is broken, the contractor should immediately contact a glass repair company and obtain a completion date. If that completion date is not within 48 hours or a little longer if specialty glass is ordered, the repair will be turned over to DCPS personnel to expedite the repair. A repair invoice or work order indicating the total cost of repair will be provided and the amount will be deducted from the landscape contractor’s next invoice.

I. Contractors will not leave lawn service equipment unattended at any time on school property.

J. In the event any of the provisions of the Contract are breached by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within the applicable cure period set forth in this RFP (and if none is stated, then ten (10) days), the District may terminate the Contract. Upon termination hereunder, the District may pursue any and all legal remedies as provided herein and by law.

K. Notwithstanding the foregoing, and in addition to the remedies set forth herein, the District may elect the following in its sole discretion and without any obligation whatsoever to make the following election:

If Contractor is unable to reasonably cure a deficiency within ten (10) days after receiving the District’s notice notwithstanding Contractor’s continuous and diligent efforts to do so, the District may elect, in its sole discretion, to permit Contractor to cure the deficiency as soon as is reasonably practicable using continuous and diligent efforts, but in no event more than thirty (30) days after receipt of the District’s notice. Until the earlier of either: (1) the deficiencies are cured, or (2) this agreed upon extended cure period expires, the Contractor remains obligated to perform the Services without degradation and in accordance with the Contract.
ATTACHMENT A
School Names, Numbers, Cost Per Facility Per Service

<table>
<thead>
<tr>
<th>School #</th>
<th>School</th>
<th>Cost Per Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>West Riverside</td>
<td>$76.00</td>
</tr>
<tr>
<td>14</td>
<td>Grand Park</td>
<td>$137.90</td>
</tr>
<tr>
<td>16</td>
<td>Ortega</td>
<td>$110.00</td>
</tr>
<tr>
<td>19</td>
<td>Ruth Upson</td>
<td>$68.00</td>
</tr>
<tr>
<td>20</td>
<td>Fishweir</td>
<td>$108.00</td>
</tr>
<tr>
<td>30</td>
<td>Loretto</td>
<td>$530.00</td>
</tr>
<tr>
<td>48</td>
<td>Thomas Jefferson</td>
<td>$288.75</td>
</tr>
<tr>
<td>51</td>
<td>Whitehouse</td>
<td>$163.80</td>
</tr>
<tr>
<td>59</td>
<td>Garden City</td>
<td>$547.53</td>
</tr>
<tr>
<td>68</td>
<td>Venetia</td>
<td>$608.00</td>
</tr>
<tr>
<td>73</td>
<td>John Love</td>
<td>$105.00</td>
</tr>
<tr>
<td>74</td>
<td>Lake Forest</td>
<td>$264.60</td>
</tr>
<tr>
<td>77</td>
<td>Hyde Park</td>
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<tr>
<td>79</td>
<td>Ramona Blvd.</td>
<td>$328.00</td>
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<tr>
<td>85</td>
<td>Lake Lucina</td>
<td>$263.23</td>
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<tr>
<td>88</td>
<td>John Stockton</td>
<td>$427.65</td>
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<tr>
<td>93</td>
<td>Pinedale</td>
<td>$243.25</td>
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<td>97</td>
<td>Cedar Hills</td>
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<tr>
<td>98</td>
<td>Timucuan ES</td>
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<td>106</td>
<td>Long Branch</td>
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<tr>
<td>116</td>
<td>Sadie Tillis</td>
<td>$232.00</td>
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<tr>
<td>124</td>
<td>St. Claire Evans</td>
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<tr>
<td>128</td>
<td>Susie Tolbert</td>
<td>$346.50</td>
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<tr>
<td>142</td>
<td>Chaffee Trail</td>
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<tr>
<td>149</td>
<td>SP Livingston</td>
<td>$245.00</td>
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<tr>
<td>150</td>
<td>New Berlin</td>
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<tr>
<td>161</td>
<td>Bartram Springs</td>
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<td>162</td>
<td>RV Daniels</td>
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<td>166</td>
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<td>Reynolds Lane</td>
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<td>Hyde Grove</td>
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<td>San Mateo</td>
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<td>233</td>
<td>Lone Star</td>
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<tr>
<td>247</td>
<td>Finnegan</td>
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<td>262</td>
<td>Andrew Robinson</td>
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<td>263</td>
<td>Abess</td>
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<td>Biscayne</td>
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<td>270</td>
<td>Oceanway ES</td>
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<tr>
<td>274</td>
<td>Westview</td>
<td>$1,140.00</td>
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</table>

Price per square yard of mulch, installed per paragraph 3: $70.00 per yard
Attachment B

DCPS Lawn Maintenance Quality Control Inspection Form

QA Date
QA Evaluator
Contractor:
School Name and Number:
Date contractor last signed-in:

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Satisfactory</th>
<th>Unsatisfactory</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mowing (1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: trash removed; grass cut to proper height; no visible grass clumps; retention pond area cut)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debris Cleanup and Blow-down (2)</td>
<td></td>
<td></td>
<td>Unsatisfactory will result in 75% payment deduction</td>
</tr>
<tr>
<td>(Components: storm drains free of debris, debris removed from site; walkways, roadways, patios and courtyards blown off)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Edging (3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: walks and curbs edged; beds and tree rings edged and debris removed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trimming (4)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: trim around fences, portables, other obstacles, plant growth removed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weeding (5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: weeds removed from beds, tree rings, gravel, and pavement)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pruning (6)</td>
<td></td>
<td></td>
<td>Unsatisfactory will result in 25% payment deduction</td>
</tr>
<tr>
<td>(Components: hedges and shrubs pruned; tree limbs below 8ft pruned, signage visible)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Recommendations

---

Service Performance Corrections

Corrective Action Required: Yes ☐ No ☐
Contractor Response Date:

DCPS Corrective Action QA Satisfactory ☐ Unsatisfactory ☐

QA Evaluator #2

Areas receiving a grade of "US" will be addressed within 72 hours following notification from DCPS to the contractor. Payment may be withheld in accordance with the Payment Section of this bid (See respective contract.)
DCPS Lawn Maintenance Service Ticket

Date of Service: __________

Date of Inspection: __________

Signature of Principal (or Representative): ________________

Signature of DCPS Field Inspector: ________________

Principals: If you are not satisfied with your service, do not sign this ticket and call Contract Services 858-6310

Areas receiving a grade of "US" will be addressed within 72 hours following notification from DCPS to the contractor. Payment may be withheld in accordance with the Payment Section of this bid (Specifications # 1A)
AGREEMENT FOR CUSTODIAL MANAGEMENT SERVICES

This Agreement for Custodial Management Services (the “Contract”), is dated December 9, 2015, for a term commencing July 1, 2016, and is by and between the School Board of Duval County, Florida, a district school system in the State of Florida (the “District”), and GCA Services Group, Inc., a Delaware corporation authorized to transact business in Florida (the “Contractor”).

WITNESSETH:

Whereas, the Purchasing Services Department of the District issued a Request for Proposals dated August 17, 2015, entitled “Custodial Services Management, RFP No. 01-16/TW,” and all Attachments thereto, and including two (2) addenda thereto dated September 11, 2015, and September 21, 2015 (collectively, the “RFP”), a copy of which RFP is attached hereto and incorporated herein by this reference as Exhibit A;

Whereas, after free and open competition, the Contractor was the sole respondent and pursuant to Rule 6A-1.012(12)(c), F.A.C., the District has documented the reasons that negotiating the terms and conditions with the sole proposer is in the best interests of the District in lieu of resoliciting proposals;

Whereas, the Contractor’s submitted proposal is attached hereto and incorporated herein by this reference as Exhibit B, and the District selected the Contractor as the best responsive and responsible Contractor by the District after making the findings set forth above (the “Proposal”);

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

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

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

ARTICLE I
SCOPE OF SERVICES

1.1 The recitals set forth above are true and correct and are incorporated into this Contract by this reference.

1.2 The Contractor shall perform all services, jobs, duties, and functions described in the RFP at the District Schools and ancillary Facilities (the “Locations”) described in the RFP, and in accordance with the Minimum Staffing Plan in the Proposal (collectively defined herein as the “Services”).

ARTICLE II
COMMENCEMENT AND RENEWAL

2.1 The Initial Term of this Contract commences July 1, 2016 and ends June 30, 2018 (subject, however, to the availability of lawfully appropriated funds). Contract renewals are set forth in Section 1.8 of the RFP.

2.2 The Services shall commence according to the schedule set forth in the RFP, unless the District notifies the Contractor otherwise in writing.
ARTICLE III
COMPENSATION

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

3.2 If not signed concurrent with the submission of its Proposal, the Contractor shall execute and deliver to the District concurrent with Contractor's execution of this Contract, the four federal forms set forth in section 15.1 (Exhibit 2) of the RFP.

3.3 Each payment obligation of the District created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of the Services. If such funds are not allocated and available, this Contract may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

ARTICLE IV
NOTICES

4.1 The Contractor's address for notices pursuant to section 15.7.14 of the RFP is:

GCA Services Group, Inc.
Attn: President
1350 Euclid Avenue, Suite 1500
Cleveland, OH 44115

4.2 The parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor as set forth in section 15.7.14. of the RFP.

ARTICLE V
MISCELLANEOUS

5.1 Pursuant to the RFP, the Contractor has provided the Proposal Bond and shall provide to the District the Performance Bond as required by section 7.0 of the RFP. The parties agree that the complete Contract documents include the following: This Contract, the RFP in Exhibit A, the Contractor’s Proposal in Exhibit B, and the Contractor’s bonds according to section 7.0 of the RFP. In the event of a conflict or ambiguity among the contract documents, then precedence shall be given in the following order: this Contract, then the RFP, then the bonds, and then lastly the Proposal. This Contract represents the entire agreement between the parties, and except for any change order process outlined in the RFP may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Contract.

5.2 In the event the Proposal contained exceptions to the RFP, the exceptions and the Contractor's proposed form of agreement, are all stricken in their entirety and void unless the District affirmatively evidenced its written acceptance of these exceptions in this Contract.
5.3 This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

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

ATTEST:

By: _______________________
Nikolai P. Vitti, Ed.D.
Superintendent of Schools
and Ex-Officio Secretary
to the Board

THE SCHOOL BOARD OF DUVAL COUNTY,
FLORIDA

By: _______________________
Name: Ashley Smith Juarez
Title: Chairman

Form Approved:

By: _______________________
Office of Legal Services

Approved by the Board: December 7, 2015

Witnesses:

By: _______________________
Name: _______________________

GCA SERVICES GROUP, INC.

By: _______________________
Name: Robert Norton, President
EXHIBIT A
RFP
EXHIBIT B
PROPOSAL
December 7, 2015, Regular Board Meeting

Title
33. CUSTODIAL SERVICES MANAGEMENT RFP NO. 01-16/TW

Recommendation
That the Duval County School Board approve the Custodial Services Management, RFP No. 01-16/TW contract award to GCA Services Group, Inc. from July 1, 2016 through June 30, 2018. Authorize the Board Chairman or Vice Chairman and the Superintendent to execute the contract when form approved by the Office of Legal Services.

Description
This is a procurement request to contract for the provision of custodial services for district school and administrative facilities. A Request for Proposal (RFP) was advertised and distributed. One firm submitted a proposal in response to the RFP which was responsive and from the incumbent firm (e.g., GCA Services Group, Inc.)

This recommendation to award this custodial contract to GCA Services as the sole respondent is being made in accordance with State Board Rule 6A-1.012(12)(c). The rule states "if an award is made to a sole respondent, the district school board shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the school district in lieu of re-soliciting proposals".

GCA Services has successfully and satisfactorily provided custodial services for Duval County Public Schools over the past eight years and is currently providing custodial service for this 2015-16 school year. Their team has extensive experience in the industry as well as extensive knowledge of our district. They have established an amiable working relationship with staff at schools throughout the district. Additionally, their pricing structure has been determined to be reasonable. The scope of services for the new contract has increased whereas the proposal price and total cost from GCA has decreased. Finally, there is no expectation that re-soliciting would result in additional proposals being submitted by other custodial services management firms.

One clear indicator is that while seven firms attended the mandatory pre-proposal conference, received RFP documents which enabled them to submit proposals, and appeared to be fully aware of this solicitation, only the incumbent actually prepared and submitted a proposal.

The initial term of the contract is two years as stated in the recommendation above. The contract may be renewed for four (4) additional one (1) year periods. The contract also provides for up to four (4) additional one (1) year incentive periods that may be awarded provided the contractor provides superior performance as measured during the management of contract.

Gap Analysis
This contract award will help ensure that costs remain as low as possible in the future for custodial services given the reasonable pricing in this award and potential for contract renewals.

Previous Outcomes

Prior award of the custodial services contract to GCA Services resulted in cost efficient performance of
custodial services with quality improvement through the life of the current contract.

**Expected Outcomes**

Award of this new custodial contract to GCA Services will provide a continuation of high quality custodial services at very reasonable pricing levels. This new custodial contract has added scope of work estimated at $451,614 which breaks down as follows:

- Additional 500 hours of overtime - $10,000
- Pressure washing of four large high schools - $52,000
- Contractor replacement of fluorescent light bulbs - $153,300
- Winter/Spring Break Cleaning - $236,314

This new custodial contract has also deleted scope of work when compared to the current custodial contract. The estimated value of the deleted work is $253,165 per year which will be placed in a new custodial minority set aside contract for the 2016-17 school year. The cost breaks down as follows:

- Removed Team B/Schultz Complex (-$166,902)
- Removed Transportation/Maint Admin (-$53,562)
- Removed Bulls Bay (-$32,701)

The net effect of all these changes on this new GCA contract represents an overall scope increase. The net cost estimate for all the scope changes is an increase of $198,449, however, the new contract cost is actually lower than the current contract cost without this added scope.

**Strategic Plan Goal**

Ensure Effective, Equitable, and Efficient Use of Resources

**Financial Impact**

We anticipate $24,743,429 will be spent on this new custodial contract in 2016-17. We expect that $26,115,659 will be expended on the current custodial contract. This represents a cost decrease of $1,372,230 per year. However, there will still be a small minority set aside contract to fund estimated at $253,165 per year as detailed in expected outcomes above. When the $253,165 cost is deducted from the above cost reduction, we have an overall net cost reduction of $1,119,065 per year.

**My Contact**

Mr. Paul A. Soares, P.E., Assistant Superintendent of Operations, 390-2008

Mr. Greg King, Executive Director of Plant Services, 858-6300
Mr. Terrence Wright, Director of Purchasing Services, 858-4859

Attachment: GCAContract.pdf
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Points Attained</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCA Services Inc</td>
<td>609.5</td>
<td>87.07%</td>
</tr>
</tbody>
</table>

- Recommended Vendor
Addendum to: Request for Proposal (RFP)
Custodial Services Management No. 01-16/TW

Background:

This Addendum (the “Addendum”) is by and between The School Board of Duval County, Florida, a district school system in the State of Florida (the "District" or “DCPS”), and GCA Services Group, Inc. a Delaware corporation authorized to transact business in Florida (the “Contractor”), and pertains to that certain Agreement for Custodial Management Services dated December 9, 2015 between the District and the Contractor. The effective date of this Addendum is April 1, 2016. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Amendment.

The District is requesting to add Grounds Services to the existing contract referenced above. The Contractor will provide Grounds Services as specified in this document for the forty-two (42) schools listed in Attachment A, as per RFP No. 01-16/TW, Section 1.9(F) – Other Non-Custodial Services and Options: Which states The District may choose to negotiate with the Contractor for Integrated Pest Management, Grounds Maintenance, Electrical Maintenance, Plumbing/Irrigation Maintenance, Carpentry Maintenance, Full Building Maintenance or other services as may be requested. Scope of services would be added to this contract via the amendment process. Pricing would be negotiated and determined by comparison of pricing for similar services provided to the district by other means.

The Contractor will provide lawn care as specified in this addendum for a base rate of $311,656.60 per contract year. The Service Schedule for services specified in this addendum will be provided as follows:

<table>
<thead>
<tr>
<th>Month</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>0 Services</td>
</tr>
<tr>
<td>Feb</td>
<td>1 Service</td>
</tr>
<tr>
<td>Mar</td>
<td>1 Service</td>
</tr>
<tr>
<td>Apr</td>
<td>2 Services</td>
</tr>
<tr>
<td>May</td>
<td>2 Services</td>
</tr>
<tr>
<td>Jun</td>
<td>2 Services</td>
</tr>
<tr>
<td>Jul</td>
<td>3 Services</td>
</tr>
<tr>
<td>Aug</td>
<td>3 Services</td>
</tr>
<tr>
<td>Sep</td>
<td>2 Services</td>
</tr>
<tr>
<td>Oct</td>
<td>2 Services</td>
</tr>
<tr>
<td>Nov</td>
<td>1 Service</td>
</tr>
<tr>
<td>Dec</td>
<td>1 Service</td>
</tr>
</tbody>
</table>

Total Services Per Annum Per Facility: 20
Total Services Per Annum: 840
Cost Per Facility Per Service: See Attachment A

The specifications below and the schedule provided above are in addition to all existing requirements in RFP No. 01-16/TW.
SPECIFICATIONS FOR ADDENDUM

1. LANDSCAPE MAINTENANCE

A. Scope of Work: The standards outlined in this document shall be adhered to upon start of the contract, regardless of condition prior to contract award. Work shall include, but will not be limited to:

1) Mowing
2) Debris Collection and Blowing
3) Edging all walkways, roadways, patios, courtyards, planters, and curbs
4) Trimming around natural and man-made objects, to include fencing and portables
5) Weeding planters, plant beds, parking lots, sidewalks, and other paved surfaces
6) Pruning hedges, shrubbery, low tree branches (8ft or less above the ground), and palm fronds

B. These services listed above (1-6) will be provided during and throughout the established cut schedule, on a routine basis, so that the appearance of facilities is maintained on a consistently high level. The Contractor will be responsible for the normal pick-up and disposal of litter, such as paper, branches and fallen palm fronds. Payment will be directly connected to the completion of above (1-6) in the following manner:

1) Satisfactory Completion (as determined by DCPS) of Mowing (1) & Debris Collection and Blowing (2) will result in payment of 75% of contracted amount for that site regardless of amount invoiced. Any work determined to be “Unsatisfactory” by DCPS in either of these categories (1 or 2) will result in non-payment of the 75% available payment for these services.
   NOTE: Example of Quality Control Form (Attachment D.)

2) Satisfactory Completion of Edging (3), Trimming (4), Weeding (5) & Pruning (6) will result in payment of 25% of the contracted amount for that site regardless of amount invoiced. Any work determined to be “Unsatisfactory” by DCPS in any of these categories (3-6) will result in non-payment of the 25% available payment for these services.
   NOTE: Example of Quality Control Form (Attachment D.)

NOTE: The intent is to receive 100% of contracted service and pay for 100% of contracted amount for each site. Contractor will have 72 hours to correct items that resulted in less pay than 100% and arrange inspection by DCPS contract manager, after 72 hours no payment will be made for those services on that particular service.

C. Work Schedule: In addition to the monthly schedule provided on the last Friday of the month prior, the Contractor shall provide to DCPS Facilities Maintenance Department, by close of business on the Friday of the week prior, a schedule of schools that will be serviced during the following week (in accordance with the time of year and prescribed service
schedule). The Contractor shall provide by the end of the day, a list of schools serviced that day. This listing should be faxed or emailed to the Facilities Maintenance Department Office (fax at 858-6312/email address to be provided). For any work completed on the weekend, holiday or non-school day, the list shall be faxed or emailed by noon of the next regular work day. NOTE: If Contractor chooses to service the school on the weekend, the Contractor is responsible to return to the school the next day that the school is open to service all non-accessible areas and to have the DCPS Maintenance Service Ticket (Attachment E) validated by school personnel.

When conditions at any site are unfavorable for the completion of landscape maintenance on the scheduled day because of delays due to no fault of the Contractor or due to acts of nature, the Contractor may cease its attempt to complete work until conditions are favorable. This delay shall not nullify the Contractor’s responsibility to perform within a reasonable time after conditions improve sufficiently to finish work.

Quality Assurance will be assessed by the District following service to facilities. It is the intent of DCPS Facilities Inspector to check facilities services within 72 hours following service and evaluate that service using a DCPS Lawn Maintenance Quality Control Inspection Form (Attachment D). Should Contractor fall behind schedule for any reason, including rain, they will advise the school and the /Supervisor, Facilities Maintenance, of the intended adjustment date prior to performing on the adjusted date.

The number of services required per month at each facility listed in Attachment B & C is listed below by month in the Bid Proposal Form. It should be noted that additional services per month may be requested and Contractor will provide those services as requested at the price quoted on Bid Proposal Form.

D. Work Areas: Mowing retention ponds to the waterline is a requirement in this contract and may require a combination of lawn mower and line trimming to accomplish. Accessible Heating, Ventilation and Air Conditioning (HVAC) equipment pads, fenced-in areas, enclosed playground areas with fall protection (sand or mulch), and bicycle stands are to be serviced as part of this contract as well. Access to HVAC enclosures shall be coordinated with DCPS in advance because they require a special key that will not be provided. Any other areas not accessible shall be brought to the attention of DCPS as soon as possible. Additionally, ditches, swales and other irregular areas in the boundary area must be maintained as part of regular service. NOTE: Schools and their associated PTA (and other volunteer groups) may occasionally add gardens, fences and other small structures that may create minor changes to service patterns. These minor changes will not change the service requirements for the schools. However if larger projects or large amounts of fencing and/or other barriers are added after the contract is awarded, it is the responsibility of the Contractor to request a meeting on site with the DCPS contract manager to negotiate appropriate changes to the service and payment. Additionally, upon award of contract the Contractor will have 90 days to bring serviceable areas up to acceptable levels. If conditions are too severe to be reasonably improved, it is the Contractor’s responsibility to contact the DCPS contract manager.
E. **Mowing:** Mower blade height shall be set in accordance with standard horticultural practices. DCPS facilities have varying types of turf including Argentine Bahia, Bermuda and St Augustine. Mowing height will be as follows:

<table>
<thead>
<tr>
<th>Turfgrass Species</th>
<th>Optimal Mowing Height (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bahiagrass</td>
<td>3.0 - 4.0</td>
</tr>
<tr>
<td>Bermudagrass</td>
<td>1.5</td>
</tr>
<tr>
<td>St. Augustinegrass</td>
<td>3.0 - 4.0</td>
</tr>
</tbody>
</table>

**Clippings may not be left on the lawn as readily visible clumps after mowing.** All mower blades must be sharpened and alignment adjusted on a regular basis so as to NOT damage grass blades or leave an uneven cut. All areas adjacent to where a mower turns, whether paved or landscaped, shall be left free from clippings immediately following mowing. The pattern or direction of each mowing shall be altered 90 degrees from the direction of the previous mowing, site permitting. Mowing pattern shall create straight lines when possible. A small trim mower shall be used to trim berms.

F. **Edging:** Edging of sidewalks shall NOT be accomplished by the use of liquid herbicide (e.g., Roundup). All walks and curbs on site shall be edged by using a gas-powered edger with a metal blade. Turf edging of shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line, every other mowing cycle. All perimeter sidewalks whether owned by the District, or other governmental entity shall be edged on both sides. Upon completion of the edging operations, the turf edge shall be at least 3/8" and not more than 5/8" back from the edge of the pavement, with a minimum depth of 2". All debris shall be removed from the turf, CURBING and pavement immediately following completion of this operation (Grass clippings and dirt must not be allowed to collect in the curb areas).

G. **Trimming:** Trimming and/or vegetation control around natural and man-made objects shall be scheduled with each mowing. Line trimming shall be performed in a manner that cuts the grass blades at approximately the same height as the mower. Line trimmers and mowers shall not make contact with the bark of any landscape plants. Fence lines and enclosures shall be kept clean of plant growth. Portable building structures and adjacent ramps shall also be kept clean of plant growth (debris is also to be removed from under the portable units during each scheduled site visit).

Improper use of line trimmers resulting in damage or destruction to plants will not be acceptable practice. Plants damaged by line trimmers will be replaced at the Contractor's expense with plants of equal size and value.

H. **Weeding:** All dedicated enclosed playground areas with fall protection (sand or mulch), shrub beds, tree rings, gravel and pavement on site shall be kept free from weeds. All exotic pest plants shall be removed/eliminated from site. Manual weeding shall be done in conjunction with chemical and mechanical weed control measures. **Weeds are to be manually or mechanically removed from shrubs, hedge, ground cover or flowerbeds at each visit.** Chemical weeding must
be safe, effective and timely. It is highly recommended that the Contractor be able to do chemical weeding. In the event that rain will affect the effectiveness of the chemicals, the Contractor must manually weed.

I. **Pruning:** Pruning shall be accomplished in conjunction with each mowing, edging and trimming schedule. Pruning of hedges and shrubs shall be in accordance with good horticultural practices. Tree branches that are lower than 8 feet from the ground as well as palm fronds shall also be pruned as required. Generally, shrubbery around building perimeter shall be maintained at a height below window level.

J. **Debris Collection and Blowing:** All debris generated by the Contractor shall be removed from sites. **Dumpster containers and other on-site trash disposal containers will not be used by the Contractor to dispose of debris.** State and local ordinances regarding disposal of landscape debris must be followed. Contractor shall be responsible for removing all limbs, palm fronds, and other ground debris including those on paved surfaces each time a maintenance service is performed. Drain covers throughout the facility site shall be cleared of debris at each scheduled service. **Prior to the completion of each service, walkways, roadways, and patios, courtyards shall be blown off.** Contractor will not cut grass or blow clippings in the presence of students or during arrival or departure times.

2. **HERBICIDES**

When applying herbicides, a band of control shall not exceed 6" on either side of fence lines and four inches adjacent to buildings, signs and other improvements. MSD Sheets must be provided to the Facilities Maintenance Department office for any chemical used at any school site. The Contractor shall comply with all requirements of local, county, state and federal laws regarding the use of pesticides and herbicides. When applying herbicides, the Contractor will inform the school and contract manager of the date three (3) days before the application. When treating for weeds an indicator needs to be added to the spray.

3. **MULCHING AND FALL PROTECTION**

Procurement and installation of mulch and fall protection shall be upon the request of DCPS. Mulch for flower beds shall be red cypress mulch of commercial grade and layered 2 inches deep. Mulch for fall protection shall either be a mulch of fine-grade or sand, also of a fine-grade, as specified by DCPS. Installation of the mulch and/or fall protection will be provided and installed at the rate quoted on the Bid Proposal Form. Location of the mulch and sand installation will be provided as required by the District, when desired. All plant growth shall be removed from these areas prior to mulching or the addition of sand.

4. **SPECIAL ASSIGNMENTS**

DCPS may request special services not mentioned herein. These services may include, raking, tropical storm or hurricane clean-up; procurement and installation of mulch for flower beds. Contractor may be required to provide separate pricing quotes for these services, these quotes are not
binding and the owner may seek additional quotes for best pricing.

5. **SAFETY TO PERSONNEL AND PROPERTY**

The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site. **Prior to commencement of work at a site, check in with the main office and sign in the “maintenance log”** and inform the main office personnel of the approximate duration of work, equipment uses that might be an impact to the safety of children and/or vehicles that need to be moved that may be damaged otherwise. This coordination with the main office shall be done in advance, in order to minimize any effect on safety, school activities. Upon completion of work, return to the main office and sign out in the “maintenance log”. On weekends, holidays or after normal working hours (DCPS), notification shall be made to DCPS Security at 855-3319.

The Contractor shall be responsible for correction/replacement, according to local codes and District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, windows, etc., broken or damaged as the result of Contractor's operations.

Damage to property and/or improvements by the Contractor's equipment or personnel during the course of contractual duties will be repaired or replaced at the Contractor's expense. The Facilities Maintenance Department Inspector shall be notified of damaged plant materials and irrigation equipment resulting from vehicular equipment or storm damage and vandalism.

6. **EQUIPMENT OPERATION**

All equipment operated on any District site shall be equipped with guards and/or shields to minimize the possibility of injury to the general public. Machinery not equipped with safety devices shall not be operated at any facility housing students, staff or other personnel. No power equipment shall be operated in the vicinity of students during periods such as class change, recess, fire drills, etc. Proper operation of equipment is the Contractor's responsibility.

7. **TESTING AND FLORIDA COMPREHENSIVE ASSESSMENT TEST (FCAT)**

No activity shall be conducted at the schools that may impact the school during prescribed testing date. These dates shall be provided by each school and the Contractor shall adjust service accordingly.

8. **SITE IMPROVEMENTS**

The District reserves the right to make site improvements upon its property which shall include but not be limited to sod, irrigation, landscape design, and construction projects. Such site changes that affect the Contractor shall be remedied with increases or decreases in compensation to the Contractor to the limits specified in this bid. The /Supervisor, Facilities Maintenance Department must approve requests for additional charges by Contractor after review and determination of
monetary impact of improvements on Contractor. Approved payments will start when additional maintenance is commenced. The District shall not be responsible for retroactive compensation beyond 30 days.

9. ADDITIONAL CONTRACT REQUIREMENTS

A. Each contractor is required to maintain an interval of not less than ten (10) days between service visits during those months requiring three service visits, not less than fifteen (15) days for months requiring two visits, and an interval of not less than 30 days between cuts in the months requiring one cut. Changes to this requirement shall be agreed upon in writing.

B. The Contractor shall provide quality service and complete the entire scheduled worksite service and correct deficiencies identified by grounds inspectors. Payment will be made relating to satisfactory completion as outlined in Special Conditions section 28.

C. The Contractor will sign in upon arrival and sign-out on departure at the worksite (during regular schools days or office hours) or notify Security during non-duty hours (evenings, weekends, holidays, etc.) prior to entry and departure. Schools with interior courtyards (i.e. Greenfield ES, Beauclerc ES, etc.) and courtyards not accessible during the weekends shall be done during regular business hours.

D. All work must be continuous and commence on approved schedule or approved adjusted schedule. In order to assure expeditious inspection of completed service visit, the Facilities Maintenance Department Inspector shall schedule inspections in accordance to the schedules provided by the Contractor. The only acceptable changes in dates are those that are approved by the Supervisor, Facilities Maintenance Department orally, to be confirmed in writing, to include changes caused by rain, hurricane, etc. Contractor shall notify the District’s Supervisor of Facilities Maintenance Department immediately upon need to reschedule for any reason.

E. Contractor will send emails daily of properties that have been serviced that day.

F. Treatment of wasps and other pests should be reported to the school and the Landscape Contract manager. Pests will be treated by the Integrated Pest Management contractor for the District.

G. All gates are to be secured upon entering the school or service area and secured upon leaving the school.

H. When window glass is broken, the Contractor should immediately contact a glass repair company and obtain a completion date. If that completion date is not within 48 hours or a little longer if specialty glass is ordered, the repair will be turned over to District personnel to expedite the repair. A repair invoice or work order indicating the total cost of repair will be provided and the amount will be deducted from the landscape Contractor’s next invoice.

I. Contractor will not leave lawn service equipment unattended at any time on school property.
J. In the event any of the provisions of the Contract are breached by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within the applicable cure period set forth in this RFP (and if none is stated, then ten (10) days), the District may terminate the Contract. Upon termination hereunder, the District may pursue any and all legal remedies as provided herein and by law.

K. Notwithstanding the foregoing, and in addition to the remedies set forth herein, the District may elect the following in its sole discretion and without any obligation whatsoever to make the following election:

If Contractor is unable to reasonably cure a deficiency within ten (10) days after receiving the District’s notice notwithstanding Contractor’s continuous and diligent efforts to do so, the District may elect, in its sole discretion, to permit Contractor to cure the deficiency as soon as is reasonably practicable using continuous and diligent efforts, but in no event more than thirty (30) days after receipt of the District’s notice. Until the earlier of either: (1) the deficiencies are cured, or (2) this agreed upon extended cure period expires, the Contractor remains obligated to perform the Services without degradation and in accordance with the Contract.

10. MISCELLANEOUS:

A. This Addendum is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors, legal representatives and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the Agreement and this Addendum, the provisions of this Addendum shall control.

B. This Addendum may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

[Signatures on next page]
Addendum to RFP No. 01-16/1W

[Signature page to Addendum to Agreement for Custodial Management Services]

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

ATTEST:

[Signature]
Nikole P. Vitti, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

THE SCHOOL BOARD OF DUVAL
COUNTY, FLORIDA

[Signature not required per Board Policy 7.70]
Ashley Smith Juarez, Chairman

Form Approved:
By: [Signature]
Office of Legal Services

Witnesses:

By: [Signature]
Name: Chad Var Sloop

By: [Signature]
Name: Jason D Whittaker

GCA SERVICES GROUP, INC.

By: [Signature]
Name: [Name]

Randy Twohig
V.P. Finance, CFO & Secretary

SC 9
<table>
<thead>
<tr>
<th>School #</th>
<th>School</th>
<th>Cost per Service</th>
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<tr>
<td>12</td>
<td>West Riverside ES</td>
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<td>14</td>
<td>Grand Park ES</td>
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<td>19</td>
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#### DCPS Lawn Maintenance Quality Control Inspection Form

**QA Date**

**QA Evaluator**

**Contractor:**

**School Name and Number:**

**Date contractor last signed-in:**

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Satisfactory</th>
<th>Unsatisfactory</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mowing (1)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: trash removed; grass cut to proper height; no visible grass clumps; retention pond area cut)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Debris Cleanup and Blow-down (2)</strong></td>
<td></td>
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<td>Unsatisfactory will result in 75% payment deduction</td>
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<tr>
<td>(Components: storm drains free of debris, debris removed from site; walkways, roadways, patios and courtyards blown off)</td>
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<td></td>
<td></td>
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<tr>
<td><strong>Edging (3)</strong></td>
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</tr>
<tr>
<td>(Components: walks and curbs edged; beds and tree rings edged and debris removed)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Trimming (4)</strong></td>
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<tr>
<td>(Components: trim around fences, portables, other obstacles; plant growth removed)</td>
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<td></td>
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<tr>
<td><strong>Weeding (5)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: weeds removed from beds, tree rings, gravel, and pavement)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Pruning (6)</strong></td>
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<td>Unsatisfactory will result in 25% payment deduction</td>
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<tr>
<td>(Components: hedges and shrubs pruned; tree limbs below 8ft pruned, signage visible)</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**Recommendations**

---

**Service Performance Corrections**

**Corrective Action Required:** Yes [ ] No [ ]

**Contractor Response Date:**

**DCPS Corrective Action QA**

Satisfactory [ ] Unsatisfactory [ ]

**QA Evaluator #2**

Areas receiving a grade of "US" will be addressed within 72 hours following notification from DCPS to the vendor. Payment may be withheld in accordance with the Payment Section of this bid (See respective contract.)
ATTACHMENT C

DCPS Lawn Maintenance Service Ticket

Date of Service: ________________  Date of Inspection: ________________

Signature of Principal (or Representative): ________________

Signature of DCPS Field Inspector: ________________

Principals: If you are not satisfied with your service, do not sign this ticket and call Contract Services 858-6310

Areas receiving a grade of "US" will be addressed within 72 hours following notification from DCPS to the vendor. Payment may be withheld in accordance with the Payment Section of this bid (Specifications # 1A).
Second Addendum to: Request for Proposal (RFP)
Custodial Services Management No. 01-16/TW

Background:
This Second Addendum (the “Addendum”) is by and between The School Board of Duval County, Florida, a district school system in the State of Florida (the “District”), and GCA Services Group, Inc., a Delaware corporation authorized to transact business in Florida (the “Contractor”), and pertains to that certain Agreement for Custodial Management Services dated December 9, 2015 between the District and the Contractor, as amended by that certain Addendum (for grounds services) between the parties dated April 1, 2016 (collectively, the “Agreement”). The effective date of this Addendum is July 1, 2016. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Addendum.

The District is requesting to add Painting Services to the Agreement referenced above. The Contractor will provide Painting Services as set forth in this Agreement, as per RFP No. 01-16/TW, Section 1.9(F) – Other Non-Custodial Services and Options: Which states The District may choose to negotiate with the Contractor for Integrated Pest Management, Grounds Maintenance, Electrical Maintenance, Plumbing/Irrigation Maintenance, Carpentry Maintenance, Full Building Maintenance or other services as may be requested. Scope of services would be added to this contract via the amendment process. Pricing would be negotiated and determined by comparison of pricing for similar services provided to the district by other means.

The Contractor will provide painting services as specified in this Addendum for an amount not to exceed $160,000.00 each contract year. The services to be provided are specified in this Addendum as follows:

1. 6,720 Crew Hours annually directed as needed by the District. A crew consists of a working supervisor and three painters.
2. The specifications are set forth in Exhibit A, attached hereto and incorporated herein by this reference, and are in addition to all existing requirements in RFP No. 01-16/TW.
3. Payment will be made as follows: Payment will be monthly based on crew hours used during that month that have been authorized in advance and in writing by the District contract administrator, which written activation shall authorize the services and include a description of the location and scope of the work. The summative annual written activations from the District contract administrator shall not to exceed 6,720 hours or $160,000.00. Upon completion of the services in each written activation, the Contractor shall send an invoice to the District’s contract administrator for review of the services and approval for payment. Charges invoiced shall be at a blended hourly rate of $23.81 per person in the full crew (consisting of 3 painters and 1 working crew leader), and prorated and billed in 15 minute increments. The District will provide all materials to Contractor utilizing the District’s tax exempt purchasing program, and the District will cause the delivery of all materials to each job site.

This Addendum may be signed via facsimile and counterpart signature, the facsimiles and counterparts of which, when taken together, shall be deemed to constitute an entire and original Addendum.
IN WITNESS WHEREOF, the District and the Contractor have each caused this Addendum to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

ATTEST:

By: Nikolai P. Vitti, Ed.D.
Superintendent of Schools and
Ex-Officio Secretary to the Board

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: [Signature not required per Board Policy 7.70]
Ashley Smith Juarez, Chairman

Form Approved:

By: [Signature]
Office of Legal Services

Witnesses:

By: [Signature]
Name: Arlen M. Miller

GCA SERVICES GROUP, INC.

By: [Signature]
Randy Twohig, V.P. Finance, CFO & Secretary

By: [Signature]
Name: Arlen M. Miller
EXHIBIT A
SPECIFICATIONS FOR ADDENDUM

INTERIOR PAINTING SPECIFICATIONS
PART 1- SURFACE DESCRIPTION

1.1 SUMMARY OF INTERIOR PAINTING SPECIFICATIONS

This Section includes surface preparation and the application of paint systems on the following interior substrates:

- Concrete
- Concrete masonry units (CMU)
- Steel
- Galvanized metal
- Wood
- Gypsum board

1.2 DELIVERY, STORAGE, AND HANDLING

Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

- Maintain containers in clean condition, free of foreign materials and residue.
- Remove rags and waste from storage areas daily.

1.3 PROJECT CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2- PRODUCTS

2.1 MANUFACTURERS

Manufacturers: Subject to compliance with requirements, (the follow are approved Manufactures) provide products by one of the following:

- Benjamin Moore & Co.
- Duron, Inc.
- ICI Paints.
- PPG Architectural Finishes, Inc.
- Sherwin-Williams Company (The).

2.2 PAINT, GENERAL
A. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
3. Restricted Components: Paints and coatings shall not contain any of the following:
   • Acrolein.
   • Acrylonitrile.
   • Antimony.
   • Benzene.
   • Butyl benzyl phthalate.
   • Cadmium.
   • Di (2-ethylhexyl) phthalate.
   • Di-n-butyl phthalate.
   • Di-n-octyl phthalate.
   • 1,2-dichlorobenzene.
   • Diethyl phthalate.
   • Dimethyl phthalate.
   • Ethylbenzene.
   • Formaldehyde.
   • Hexavalent chromium.
   • Isophorone.
   • Lead.
   • Mercury.
   • Methyl ethyl ketone.
   • Methyl isobutyl ketone.
   • Methylene chloride.
   • Naphthalene.
   • Toluene (methylbenzene).
   • 1, 1, 1-trichloroethane.
   • Vinyl chloride.

B. Colors: As selected by the District Contract Manager from manufacturer's full range or as indicated in a color schedule.

2.3 BLOCK FILLERS
   • Interior/Exterior Latex Block Filler: Master Painter's institute (MPI) #4.

2.4 PRIMERS/SEALERS

   A. Interior Latex Primer/Sealer: MPI #50.
   B. Interior Alkyd Primer/Sealer: MPI #45.
2.5 METAL PRIMERS
A. Quick-Drying Alkyd Metal Primer: MPI #76.

2.6 WOOD PRIMERS
- Interior Latex-Based Wood Primer: MPI #39.

2.7 LATEX PAINTS
A. Interior Latex (Flat): MPI #53 (Gloss Level 1).
B. Interior Latex (Low Sheen): MPI #44 (Gloss Level 2).
C. Interior Latex (Semi gloss): MPI #54 (Gloss Level 5).

2.8 ALKYD PAINTS
A. Interior Alkyd (Flat): MPI #49 (Gloss Level 1).
B. Interior Alkyd (Eggshell): MPI #51 (Gloss Level 3).
C. Interior Alkyd (Semi gloss): MPI #47 (Gloss Level 5).

2.9 QUICK-DRYING ENAMELS
- Quick-Drying Enamel (Semi gloss): MPI #81 (Gloss Level 5).

2.10 FLOOR COATINGS
A. Interior Concrete Floor Stain: MPI #58.
B. Interior/Exterior Clear Concrete Floor Sealer (Water Based): MPI #99.
C. Interior/Exterior Clear Concrete Floor Sealer (Solvent Based): MPI #104.

PART 3 - EXECUTION
3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
   - Wood: 15 percent.
   - Gypsum Board: 12 Percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
   - Beginning coating application constitutes Contractor's acceptance of substrates.
and conditions.

3.2 PREPARATION
A. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   • After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
   • Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and Incompatible paints and encapsulants.
   • Remove incompatible primers and re-prime substrate with compatible primers as required to produce paint systems indicated.

C. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

D. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.

F. Wood Substrates:
   • Scrape and clean knots, and apply coat of knot sealer before applying primer.
   • Sand surfaces that will be exposed to view, and dust off.
   • Prime edges, ends, faces, undersides, and backsides of wood.
   • After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

G. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

3.3 APPLICATION
A. Apply paints according to manufacturer's written instructions.
   • Use applicators and techniques suited for paint and substrate indicated.
   • Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
- Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:

1. Mechanical Work:
   - Un-insulated metal piping.
   - Un-insulated plastic piping.
   - Pipe hangers and supports.
   - Tanks that do not have factory-applied final finishes.
   - Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
   - Mechanical equipment that is indicated to have a factory-primed finish for field painting.

2. Electrical Work:
   - Switchgear.
   - Panel boards.
   - Electrical equipment that is indicated to have a factory-primed finish for field painting.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
D. At completion of construction activities of other trades, touch up and restore
damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Non-traffic Surfaces: Provide one of the following:
   1. Latex System: MPI INT 3.1E.
      • Prime Coat: Interior latex matching topcoat.
      • Intermediate Coat: Interior latex matching topcoat.
      • Topcoat: Interior latex (flat) or (low sheen).
   2. Latex over Sealer System: MPI INT 3.1A.
      • Prime Coat: Interior latex primer/sealer.
      • Intermediate Coat: Interior latex matching topcoat.
      • Topcoat: Interior latex (flat) (low sheen).
   3. Alkyd System: MPI INT 3.1D.
      • Prime Coat: Interior latex primer/sealer.
      • Intermediate Coat: Interior alkyd matching topcoat.
      • Topcoat: Interior alkyd (flat) or (eggshell).

B. Concrete Substrates, Traffic Surfaces:
   1. Concrete Stain System: MPI INT 3.2E. Provide where scheduled.
      • First Coat: Interior concrete floor stain.
      • Topcoat: Interior concrete floor stain.
   2. Clear Sealer System: MPI INT 3.2F. Provide one of the following:
      • First Coat: Interior/exterior clear concrete floor sealer (solvent based).
      • Topcoat: Interior/exterior clear concrete floor sealer (solvent based).
   3. Water-Based Clear Sealer System: MPI INT 3.2G.
      • First Coat: Interior/exterior clear concrete floor sealer (water based).
      • Topcoat: Interior/exterior clear concrete floor sealer (water based).

C. CMU Substrates: Provide one of the following:
   1. Latex System: MPI INT 4.2A.
      • Prime Coat: Interior/exterior latex block filler.
      • Intermediate Coat: Interior latex matching topcoat.
      • Topcoat: Interior latex (flat) or (low sheen).
   2. Alkyd System: MPI INT 4.2C.
      • Prime Coat: Interior/exterior latex block filler.
      • Intermediate Coat: Interior alkyd matching topcoat.
      • Topcoat: Interior alkyd (flat) or (eggshell).

D. Steel Substrates: provide one of the following:
   1. Quick-Drying Enamel System: MPI INT 5.1A.
      • Prime Coat: Quick-drying alkyd metal primer.
      • Intermediate Coat: Quick-drying enamel matching topcoat.
• Topcoat: Quick-drying enamel (semi gloss).
2. Latex over Alkyd Primer System: MPI INT 5.1Q.
• Prime Coat: Quick-drying alkyd metal primer.
• Intermediate Coat: Interior latex matching topcoat.
• Topcoat: Interior latex (semi gloss).
3. Alkyd System: MPI INT 5.1E.
• Prime Coat: Quick-drying alkyd metal primer.
• Intermediate Coat: Interior alkyd matching topcoat.
• Topcoat: Interior alkyd (semi gloss).

E. Galvanized-Metal Substrates: Provide one of the following:
1. Latex System: MPI INT 5.3A.
• Prime Coat: Cementitious galvanized-metal primer.
• Intermediate Coat: Interior latex matching topcoat.
• Topcoat: Interior latex (semi gloss).
2. Alkyd System: MPI INT 5.3C.
• Prime Coat: Cementitious galvanized-metal primer.
• Intermediate Coat: Interior alkyd matching topcoat.
• Topcoat: Interior alkyd (semi gloss).

F. Dressed Lumber Substrates: Including architectural woodwork. Provide one of the following:
1. Latex System: MPI INT 6.3T.
• Prime Coat: Interior latex-based wood primer.
• Intermediate Coat: Interior latex matching topcoat.
• Topcoat: Interior latex (semi gloss).
2. Latex over Alkyd Primer System: MPI INT 6.3U.
• Prime Coat: Interior alkyd primer/sealer.
• Intermediate Coat: Interior latex matching topcoat.
• Topcoat: Interior latex (semi gloss).
3. Alkyd System: MPI INT 6.3B.
• Prime Coat: Interior alkyd primer/sealer.
• Intermediate Coat: Interior alkyd matching topcoat.
• Topcoat: Interior alkyd (semi gloss).

G. Wood Panel Substrates: Including plywood equipment mounting boards. Provide one of the following:
1. Latex System: MPI INT 6.4R.
• Prime Coat: Interior latex-based wood primer.
• Intermediate Coat: Interior latex matching topcoat.
• Topcoat: Interior latex (semi gloss).
2. Alkyd System: MPI INT 6.4B.
• Prime Coat: Interior alkyd primer/sealer.
• Intermediate Coat: Interior alkyd matching topcoat.
- Topcoat: Interior alkyd (semi gloss).

H. Gypsum Board Substrates:
   1. Latex System: MPI INT 9.2A.
   - Prime Coat: Interior latex primer/sealer.
   - Topcoat: Interior latex (low sheen) (flat for ceilings)

EXTERIOR PAINTING SPECIFICATIONS

3.6 SUMMARY OF EXTERIOR PAINTING SPECIFICATIONS
   This Section includes surface preparation and the application of paint systems on the
   following exterior substrates:
   - Cast-in-place concrete.
   - Tilt-up concrete panels
   - Concrete masonry units (CMU).
   - Steel.
   - Galvanized metal.

3.7 DELIVERY, STORAGE, AND HANDLING
   Store materials not in use in tightly covered containers in well-ventilated areas with ambient
   temperatures continuously maintained at not less than 45 deg F.
   - Maintain containers in clean condition, free of foreign materials and residue.
   - Remove rags and waste from storage areas daily.

3.8 PROJECT CONDITIONS
   A. Apply paints only when temperature of surfaces to be painted and ambient air
      temperatures are between 50 and 95 deg F.
   B. Do not apply paints in rain, fog, or mist; when relative humidity exceeds 85 percent;
      at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 4-PRODUCTS

4.1 MANUFACTURERS

   A. Subject to compliance with requirements, provide products by one of the
      following:
      - Benjamin Moore & Co.
      - Duron, Inc.
      - ICI Paints.
      - PPG Architectural Finishes, Inc.
      - Sherwin-Williams Company (The).

   B. Tilt-up concrete, concrete and CMU: Furnish product by the following or an
approved equivalent:
  • Textured Coatings of America
  • Approved Equivalent.

4.2 PAINT, GENERAL

A. Material Compatibility:

  • Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

  • For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Colors: As selected by the District.

4.3 BLOCK FILLERS

Interior/Exterior Latex Block Filler: MPI #4.

4.4 PRIMERS/SEALERS

Alkali-Resistant Primer: MPI #3.

4.5 METAL PRIMERS

A. Alkyd Anticorrosive Metal Primer: MPI #79.

B. Quick-Drying Alkyd Metal Primer: MPI #76.


4.6 EXTERIOR ALKYD PAINTS

Exterior Alkyd Enamel (Semi gloss): MPI #94 (Gloss Level 5).

4.7 QUICK-DRYING ENAMELS

Quick-Drying Enamel (Semi gloss): MPI #81 (Gloss Level 5).

4.8 FLOOR COATINGS

A. Interior/Exterior Clear Concrete Floor Sealer (Water Based): MPI #99.
B. Interior/Exterior Clear Concrete Floor Sealer (Solvent Based): MPI #104.

PART 5- EXECUTION

5.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
   • Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

5.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   • After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
   • Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, incompatible paints and encapsulates.
   • Remove incompatible primers and re-prime substrate with compatible primers as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
E. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

5.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.
   
   • Use applicators and techniques suited for paint and substrate indicated.
   
   • Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

5.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
5.5 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Non-traffic Surfaces: Provide for tilt-up and exposed cast-in-place concrete and CMU

1. Tex-Cote XL 70 Smooth Airless System.
   • CMU filler: MPI EXT 4.2A.
   • Prime Coat: XL 70 Primers.
   • Topcoat: Tex-Cote XL 70 Smooth Airless Coating.

B. Concrete Substrates, Traffic Surfaces: Provide either of the following:

1. Clear Sealer System: MPI EXT 3.2G.
   • Prime Coat: Interior/exterior clear concrete floor sealer (solvent based).
   • Topcoat: Interior/exterior clear concrete floor sealer (solvent based).

2. Water-Based Clear Sealer System: MPI EXT 3.2H.
   • Prime Coat: Interior/exterior clear concrete floor sealer (water based).
   • Topcoat: Interior/exterior clear concrete floor sealer (water based).

C. Steel Substrates: Provide either of the following:

1. Quick-Drying Enamel System: MPI EXT 5.1A.
   • Prime Coat: Quick-drying alkyd metal primer.
   • Intermediate Coat: Quick-drying enamel matching topcoat.
   • Topcoat: Quick-drying enamel (semi gloss).
In order to support your decision, please provide the following information:

**PURPOSE/PROBLEM**

Superintendent’s signature requested

**DECISION STATEMENT**

The district is requesting to add Painting Services to the existing Custodial Services Management contract. GCA will provide Painting Services for schools under their existing contract as specified in this addendum.

**BACKGROUND/DISCUSSION/RESEARCH**

The custodial services contract was awarded with the intent to add painting services after award via amendment. This is same method used on prior contract. This is done to avoid complicating the custodial services RFP with a very small part on painting services scope and pricing which would likely create bid errors.

This draft amendment is submitted in accordance with School Board Policy 7.70; Purchasing, section F. Change Orders, paragraph 1. Non-Construction - Any change orders (non-construction) or amendments that are less than 3% of the Board approved costs or $50,000, whichever is greater, can be approved by the Superintendent or designee. Board Chairman signature is not required. The board approved amount equals $24,743,429 which allows amendments up to $742,302.87 to be approved by the Superintendent. The proposed addendum is $160,000 per contract year.

**ALTERNATIVES**

**RECOMMENDATION**

Superintendent sign the attached Addendum to: Custodial Services Management No. 01-16/TW

**SOURCE OF FUNDING**

General Operating Funds

**COORDINATION/ROUTING:**
Who has signed office and/or reviewed this document?

By: [Signature]  
Date: 6/3/16  
Andy Eckert, Exec. Director, Facilities Planning, Design

By: [Signature]  
Date: 6/1/16  
Addison Davis, Chief of Schools

Office of Legal Services:

By: [Signature]  
Date: 6/29/16
REQUEST FOR PROPOSALS (RFP)

RFP NO. 01-16/TW

Custodial Services Management

RFP Release Date: August 17, 2015
Orientation Meeting for Site Reviews: August 31, 2015, 9:00 a.m.
Site Reviews: September 1-4, 2015
MANDATORY Pre-proposal Conference: September 10, 2015 1:00 p.m.
Deadline for Written Questions: September 17, 2015, 4:00 p.m. (EDT)
Proposals Opened: October 8, 2015, 2:00 p.m.
Committee Evaluation: October 21, 2015
Board Award: December 2, 2015

DUVAL COUNTY PUBLIC SCHOOLS
Purchasing Services Department
4880 Bulls Bay Highway
Jacksonville, Florida 32219
Request for Proposals (RFP)  
Required Response Form

CUSTODIAL SERVICES MANAGEMENT 
RFP No. 01-16/TW

This response must be submitted to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, FL 32219-3235, no later than 2:00 p.m. on October 8, 2015 and plainly marked RFP No.01-16/TW. Responses are due and will be opened at this time. Responses received after 2:00 p.m. on the date due will not be considered.

Anti-Collusion Statement / Public Domain

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

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

Proposal Certification

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

VENDOR (firm name):

STREET ADDRESS:

CITY & STATE:

PRINT NAME OF AUTHORIZED REPRESENTATIVE:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE ________ DATE: ___________

CONTACT PERSON:

CONTACT PERSON'S ADDRESS:

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

INTERNET E-MAIL ADDRESS: __________ INTERNET URL: __________

VENDOR TAXPAYER IDENTIFICATION NUMBER:

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

COST PROPOSAL FORM

INSTRUCTIONS:

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

Contract Pricing: This is to be inclusive of all costs associated with management and operations, to include the management of DCPS custodial employees.

ITEM #1: CONTRACT PRICING

Square footage shall be in accordance with the Florida Inventory of School Houses (FISH) (Reference Section 8.0.G of the RFP)

Price per square foot: \( \$_______ \) per month \( \times \) 16,438,640 Estimated Total Net Sq. Ft. \( \times \) 12 months = \( ($._{{XXX}}) \)

\[ \$_________________ \] Total Annual Contract Cost.

_____________________________  ____________________________
COMPANY NAME  SIGNATURE/TITLE
ITEMS TO BE RETURNED WITH PROPOSAL:

1. Completed District Facility Listing and Minimum Staffing Proposal Form – Attachment A.
2. Form of Proposal – Attachment B
   Page 1 of 51
3. Cost Proposal Form – Attachment C
   Page 2 of 51
4. OEO Proposed Schedule of Participation – Attachment F
5. Proposal Bond
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ATTACHMENTS:

A. District Facility Listing and Minimum Staffing Requirements Proposal Form  
B. Form of Proposal  
C. Cost Proposal Form  
D. OEO Activity Report  
E. Office, Training, and Warehousing space for Contractor (Part 1-2)  
F. Office of Economic Opportunity - PROPOSED SCHEDULE OF PARTICIPATION  
G.  
H. List of Special After Hours Program Schools & Example Testing Schedule (Part 1-5)  
I. Calendar & Leave Entitlement  
J. List of Minimum Required Duties & QA Log (Part 1-2)  
K. List of Minimum Required Standards  
L. Procedures for Custodial Overtime (Part 1-4)  
M. Costing Sheet  
N. Attrition Procedure  

NOTE: There is no Attachment G.

EXHIBITS:

1. Evaluation Worksheet  
2. Federal Forms
DUVAL COUNTY PUBLIC SCHOOLS

RFP: CUSTODIAL SERVICES MANAGEMENT
RFP No. 01-16/TW

1.0 INTRODUCTION:

1.1 Purpose:

The purpose and intent of this Request for Proposals (“RFP”) is to solicit sealed Proposals from qualified sources to establish a contract through negotiations for Custodial Management Services. An agreement will then be entered for the Custodial Services Management Firm (“Contractor”) to provide complete Custodial Management and Operations in awarded facilities for Duval County Public Schools (the “District”).

1.2 General Information about District Schools:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District's school officials. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District. Additionally, the District is held to adhering to the provisions outlined in the Jessica Lunsford Act. Proposers should be aware that potential labor challenges may exist as a result of the District’s adherence to this State mandate (see Section 15.4 of the RFP).

The District is coterminous with Duval County, which covers 850 square miles and operates 171 facilities, including administrative areas, elementary schools, middle schools, high schools and specialized schools. The District Facility Listing is provided in Attachment A. Note: (Complete and Submit Attachment A as part of Response to this RFP. Failure to submit will result in loss of points in evaluation component.

The District serves approximately 120,000 students (the student population changes annually). It
is the second largest employer in Jacksonville with approximately 8,500 teachers and a similar number of support staff at 104 elementary schools, 28 middle schools, 19 high schools, 3 exceptional student centers, 4 alternative schools, and 13 administrative facilities. Note: Purpose, number of, and name of schools may change during this contract.

The administration of this Contract is a function of the District’s Operations Division delegated to the Facility Maintenance Department. All post-award communications shall be directed to Supervisor, Facilities Support Contracting. For more information about the District, please visit www.duvalschools.org on the internet.

1.3 District Objectives:

The successful Contractor shall furnish all necessary management and resources (including but not limited to personnel, training programs, support, equipment, materials, program, and supplies) to implement a program to maintain and improve the overall appearance, cleanliness and sanitation of District facilities (the “Services”). The successful Contractor will be responsible to manage and operate a comprehensive custodial services program (including any additional services contracted, see Section 1.9, Paragraph F) which fulfills the objectives of the District. All Services shall be fully, timely, and continuously performed by the Contractor in a manner in accordance with the District Objectives set forth in this RFP. Primary objectives are as follows:

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

B. To develop a comprehensive quality assurance program. This includes but is not limited to providing a viable method of accurately determining the level of customer satisfaction, to routinely and continuously gather customer input on service quality as well as remedial steps to be taken, as necessary. It also means complying with established components of the current quality assurance programs.

C. To establish and conduct management and operational staff training and motivational programs that will ensure appropriate staff development, proper supervision, consistent quality control and the exercise of appropriate safety procedures for the Contractor’s and the District’s custodial employees. As of October 2014, the district had 119 DCPS custodians.

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

E. To maximize recycling efforts and minimize contributions to the solid waste stream by being proactive in the recycling program and working as a partner with the District in assuring its continued success. The contractor shall provide the Green Champion Program (90gal liners) at each school (minimum of three cans per school, all year). Note: Recycling efforts shall include but not be limited to the Green Champions Program.

F. To maintain a stable work force and provide qualified substitutions for absences. This includes but is not limited to maintaining minimum staffing levels set forth in the submission of completed Attachment A.

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

1.4 Program Overview:

The Custodial Services Management program is presently contracted to GCA Services Group. The current program encompasses all aspects of custodial services operations for all schools, including those with special needs/handicapped students and administrative facilities within the District. The Contractor is responsible for a turn-key operation in the provision of custodial services, as well as personnel training and program management/administration. The custodial staff consists of both District and Contractor employees. It is possible (but the District makes no representations or warranties) that approximately 10% of DCPS staff are limited duty, sick, or on leave at any one time. The District makes direct wage payments to District employees. Additionally, the District will retain responsibility for conducting the background screening of District custodial staff. As attrition of District custodians occurs, costing will be performed on monthly basis (see Attachment N – Attrition Procedure). The adjusted contract price may need to be further adjusted annually to show a new square footage price; the new square footage price will also be adjusted by CPI calculation set forth in Section 9.0 of this RFP. All calculations will be made via the costing sheet maintained by DCPS contract manager, (See Attachment M) as an example to illustrate how pricing will be adjusted each year.

As long as the minimum required staffing levels are maintained (refer to Attachment A), then the Contractor may absorb or redistribute responsibilities for the Services. For the purposes of the Contract, attrition will be handled via Attachment N. Notwithstanding the Contractor's level
of staffing, Contractor remains obligated to perform the Services without degradation in accordance with the Contract. The Contractor agrees and represents to the District that it has (including the District’s personnel in addition to the Contractor’s employees) or shall secure all new personnel required in performing the Services. Attachment A. Note: Failure to submit will result in loss of points in evaluation component. Include and Submit as part of Response to this RFP.

A. Staffing Levels:

The District shall require the Contractor to establish all minimum staffing levels to effectively service this contract. The minimum staffing levels proposed by the successful contractor in their RFP submittal (via Attachment A).

NOTE: Full Time Equivalent (FTE), defined as one (1) full-time worker, working an eight (8) hour shift, working forty (40) hours per week. Note: The 40 hour per week definition is not an indication of full time company policy requirements. The district acknowledges that due to school calendar, employee schedules may fluctuate.

The staffing levels of (Inclusive of Contracted and DCPS Employees):

1. **FTE Day-Custodians** Defined as custodians working at each facility location during regular working hours (overlapping school hours), and who are responsible for opening the facility in addition to providing all necessary cleaning as detailed in this RFP.

2. **FTE Special Project Team** Defined in Section 1.9.G of the RFP

3. **FTE Night/Evening Custodians** Defined as custodians not included in the Day-Custodians or Lead Custodians category, working at each facility location during regular working hours, and typically after or at the end of regular school hours, providing all necessary cleaning as detailed in this RFP.

4. **FTE Lead Custodians** Defined as a custodian that leads and directs the night crew to assure the facility is thoroughly cleaned before the opening of school the next day, and is responsible for locking/securing the facility at close.

5. **FTE Custodial Pool** used to supplement shortages at schools for employee related issues (sick, vacation, medical, etc.)

6. **FTE Management Level Employees**, Defined as employees charged with personnel oversight and training of all custodial staff categories.

7. Resumes of proposed management team shall be included in the response.

8. DCPS may apply deductions to contractor invoices if contractor staffing level falls...
Contractor to perform the Services according to the provisions of Attachment K, List of Minimum Required Standards (it being understood that the Contractor remains accountable at all times for meeting the standards and delivering the level of service required by the Contract).

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

Any reduction of the Contractor's overall staffing (established in the submittal of Attachment A) will be approved at the sole discretion of the District (see Section 13.B.ii. of this RFP).

NOTE: While this RFP establishes minimum staffing levels, the RFP remains a performance contract. If the contractor must increase minimum staffing levels to maintain the expectations of this performance contract, it will be the contractor's sole responsibility to perform at the base contracted price.

B. Cleaning Supplies and Standards:

The Contractor is responsible to provide all required cleaning supplies, materials, utensils and equipment to efficiently and effectively perform custodial services for the District. The Contractor is responsible to maintain the premises, equipment and facilities to a level acceptable to the District. The Contractor is responsible to adhere to the sanitation standards established by appropriate federal and/or state agencies, Duval County Health...
Department and the District (see Attachment K, List of Minimum Required Services).

C. Bargaining Agreements:

There are Civil Service Rules as well as two (2) Collective Bargaining Agreements (CBA) (see http://www.duvalschools.org/Domain/4379) - one between the current Contractor and employees who are members of AFSCME Florida Council 79 (Bargaining Unit) and the second being between the District and its employees who are members of AFSCME Florida Council 79. Both collective bargaining agreements set forth the wages and terms/conditions of employment for non-exempt employees in custodial service. Approximately 119 District custodians are affected by these agreements.

The Contractor selected as a result of this RFP shall recognize and comply with all terms and conditions of the existing bargaining agreements and the Civil Service Rules as outlined above, including all wage provisions.

D. Wage Increases:

The District employee wage increase has historically been 0% - 5.5%. This wage increase is negotiated each year as part of the CBA. The contractor shall match any raise percentage negotiated by the district and the district’s custodial employees via the CBA. The contractor shall be compensated for the wage increase and/or bonus payments for qualifying, current employees. If the district negotiates a step raise for district employees, that step will be converted to a corresponding percentage and that will determine the contractors wage increase on the labor portion of the contract. The District must receive a signed Collective Bargaining Agreement between the Contractor and the union which represents their employees (current representation is AFSCME Florida Council 79) before the wage increase is executed. The district and incumbent contractor have historically used the following breakdown for labor and non-labor portions of the contract for applicable wage increase calculations: Labor 75% of base contract, Non-Labor 25% of base contract. These percentages may be negotiated and during the initial contract year, but no later than June 1, 2016, (contractor should be prepared to produce back up necessary for percentages outside of historical percentages) but final decision on changes to this historical ratio will be at the sole discretion of the District. Any wage adjustment payment made in arrears shall be compensated to the contractor only if the contractor actually compensates the employee. The contractor shall make such arrear payments to employees on an off
cycle payday and then submit raw payroll data/information to the district as proof of payment.

E. Attrition:

The District’s attrition rate compensation will also be amended each year in accordance with the terms of this RFP (see Attachment N – Attrition Procedure).

**Note:** Any DCPS employee that exits after June 1st of any contract year will not be included in the attrition calculation or listed on the District costing sheet (Attachment M) until July 1st of the next contract year.

Historically, District custodial employees have attrited at a rate of approximately 7-20 FTEs per year, more or less (the foregoing historical information is not a guarantee of future attrition rates). Contracted employee’s hourly rates (used to calculate attrition and CBA adjustments) will be adjusted annually based on wage increase agreed upon via CBA (see Section 1.4 D of this RFP). Proposers are directed to consider any hourly wage rates and any benefit loads exceeding the amounts set forth above to be included in the Proposer’s square footage cost per Cost Proposal Form (Attachment C).

The Contractor will invoice the District monthly for Contract price adjustments only as expressly described and authorized by this RFP. The Contractor shall provide employment verification acceptable to the District. Any cost to the Contractor for attrition exceeding the compensated amount described herein shall be anticipated by the Proposer and included in the proposed square foot cost.

F. Overtime:

Proposers are directed in Section 8.0.G of this RFP to include 3,000 hours overtime at no separate cost to the District (the Proposer will include this in the cost per square foot in its Attachment C Cost Proposal Form). Overtime associated with the 3,000 hours in the base bid will only be granted to custodial personnel with prior approval from the District’s Contract Administrator pursuant to the procedures set forth in Attachment L (Part 1-4). Notwithstanding the foregoing, however, in the event of an emergency at a facility which requires overtime, the District’s prior written consent shall not be required. Notwithstanding anything to the contrary herein (including this RFP and the accepted Proposal), the parties understand and agree that Contractor shall not utilize overtime to
cure any deficiencies in the Services (including but not limited to performance of the Services due to employee shortages or otherwise), and that overtime shall be used to: (a) perform Services arising from emergencies resulting from a force majeure event, or (b) perform special projects described in this RFP pursuant to the prior written direction (including but not limited to scope and cost) of the District, or (c) at the discretion of the DCPS contract manager to address unforeseen issues not generated by the contractor.

NOTE: In calculating overtime for the purposes of the annual 3,000 hour allowance provided in the Proposer’s Attachment C Cost Proposal Form, only the Contractor’s employee overtime is applicable. Overtime of District employees is not to be included in the calculation. This in no way precludes District employees of working overtime. District employee overtime costs may be charged to the Contractor and deducted from the monthly invoice at the District employee overtime rate if the overtime is needed to correct performance deficiencies.

In addition to the Attachment L (Part 1-4) overtime procedures, the District acknowledges that other overtime charges may be required for the initial five (5) months of the first contract year (only) for the Contractor’s mobilization and transition (see also Section 8.0.E concerning the work plans to be submitted by the Proposers). The district must approve all overtime and reserves the right to use a portion of the 3000 overtime hours as part of the base contract for this requirement or request a task order for this additional service.

NOTE: All methods for overtime pay described in the RFP are applicable.

All payments to be made for any overtime will be included as part of the monthly billing and remittance process. The Contractor shall identify excess overtime hours as a separate line item indicating the date(s), time(s) and location(s) of the hours worked, as well as the name(s) of the custodian(s).

1.5 Ownership of Equipment and Consumable Supplies:

The Contractor shall purchase and retain ownership of all Contractor purchased equipment used for the purpose of providing the Services. The Contractor is responsible for providing and maintaining the necessary equipment required to efficiently and cost-effectively perform the Services. Contractor shall create and maintain a current inventory list of equipment to be used in the District’s facilities and may be required to present inventory list at any time for review by District contract management team and/or presented at meetings and/or presentations. The District
reserves the right to request additional equipment purchase with consideration of Services performance. Upon termination or expiration of the Contract, the Contractor shall remove all its owned and unused inventory of cleaning chemicals and supplies.

The Contractor shall purchase and retain ownership of all consumable cleaning supplies and Green Champion (90 gal) trash liners used for the purpose of performing the Services. In addition to the afore mentioned cleaning supplies, the contractor will supply all four (4) foot T-8 and T-12 standard interior light bulbs for all fixtures lower than 10 feet from the floor. The light bulb requirement will apply only to areas within the contractor’s cleaning responsibility (Example, contractor is not responsible to clean the kitchens, so this requirement does not apply in the kitchens). The District will provide all other light bulbs for the school, trashcan liners as well as all bathroom hand- soap and paper products. A 2-year review of lightbulbs purchased indicate an approximate usage of between 850 -1050 cases of bulbs per year in this category.

1.6 District Provisions:

The District provides limited office space, warehouse space, utilities and local telephone service for administrative and clerical staff of the Contractor. The District also provides certain operating utilities (water and electric) at no cost to the Contractor (see Attachment E, Part 1 & 2). Additional required space will be at the sole expense of the Contractor.

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

The District will provide a warehousing facility for use by the Contractor. The facility includes office space (with electric, water and local telephone service); an equipment repair area with work benches; and, an area with venting, pumps, electrical connection, etc. that is currently used for washing of wet mop and dust mop heads and dust rags (equipment not included). All long distance telephone charges will be the responsibility of the Contractor. The District is not responsible for providing a training facility. The contractor shall provide each management level employee a vehicle capable of carrying large equipment, large qualities of supplies or other equipment/supplies that allow immediate management response.

1.7 Capital Projects:

If requested by the District, the Contractor shall, at no additional cost, assist in an advisory capacity
during the planning and construction phases of capital projects regarding custodial needs and/or considerations. If custodial services are required that are in addition to requirements associated with normal operation of the facility as described in this RFP, overtime may be used via the 3000 overtime hour bank (via the protocol described in various area of this RFP), reimbursed via the building utilization protocol described in this RFP, reimbursed via the capital project that is initiating this overtime, or reimbursed via a task order quote.

1.8 Contract Term:

The District shall select a Contractor to provide complete management/operations services for the District commencing July 1, 2016 through June 30, 2018 (subject, however, to availability of lawfully appropriated funds for each District fiscal year). The Contract may be renewed for four (4) additional one (1) year periods, unless the District provides notice (in the District’s sole discretion) to not renew the Contract (note: the District’s written notice of non-renewal shall be delivered not less than one-hundred and twenty (120) days prior to the Contract anniversary date). See Section 13.0 of this RFP providing an incentive of up to four (4) additional renewal terms (“Incentive Renewals”) based on the Contractor’s merit in providing superior performance. A “contract year” is defined as July 1 through June 30. All renewals, including Incentive renewals, still require a separate School Board approval prior to award of the renewal year. Approval may or may not be granted subject to the desires of the School Board. If not granted, then the contract shall terminate at the end of the current contract period at the time per the procedure described above.

1.9 Scope of Services:

These functions represent the minimum function of service to be provided (the “Services”). The Contractor is encouraged to perform above these standards.

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

1. The Contractor shall adhere to the List of Minimum Required Standards, Attachment K, as stated by APPA, (formerly known as Association of Physical Plant Administrators).

http://www.appa.org/documents/ASCCCustodialCleaningWGRreportFINAL.pdf

2. The Contractor is required to provide an annual “deep clean” of facilities during
the summer recess. Summer clean up shall begin immediately after the last day of school, and be completed within before the teachers return for the opening of school, except for those schools that have unique circumstances (e.g., summer programs, renovations, painting, flooring, handyman type work, asbestos removal, etc.). Those schools with unique circumstances are to be completed prior to the first day for the new school year. A winter/spring break thorough cleanup will be required, which will include at a minimum scrubbing and/or stripping and recoating of all hard surface floors including classrooms, shampooing carpets, to the extent possible within this timeframe, restroom sanitation, floor scrubbing, and dusting; it being understood that the District expects a fresh, clean appearance to all facilities following winter break. This should coincide with scheduling requirements listed in Attachment J.

3. The Contractor will be required to assume custodial duties for daily cleaning of schools which have summer school classes, and facilities which have summer operations.

4. Provision of and training for custodial services personnel to include cleaning methods, leadership development activities and OSHA teaching;

5. Selection and procurement of cleaning products and custodial equipment and utensils;

6. Scheduling of services, evaluating the performance of the custodial staff, and on-site inspections, to meet the needs of the District;

7. Transportation, as required;

8. Public relations/marketing/program planning;

9. Analysis and reporting of continuing operations to include a quality assurance quality control program;

10. Establishment and maintenance of a supplies and equipment management system

11. To anticipate purchases, schedule purchasing/shipping activities, maintain adequate stocks and generate current/historical reports of existing/ordered/backordered supplies and equipment;

12. Provision of adequate and qualified supervisory personnel for effective and efficient management of District Objectives (see Section 1.3 of this RFP).

13. All floors in the district are stripped and waxed during the summer deep clean. Common areas are also easily deep cleaned (strip and wax) during the year and condition of these areas is easily observed throughout the year. However the contractor shall have a plan available at each school that details when and how the classroom floors will receive a 2nd deep clean (strip and wax) during the
school year. Plan must include but not be limited to a floor plan showing how the plan will be executed. It is not acceptable to strip and wax classroom floors one (1) time per school year.

14. DCPS has established energy and water consumption profiles for each school. Contractor is expected to assist DCPS with operating and maintaining schools with energy and water efficiency in mind to sustain or improve energy and water efficiency levels. Expectations include, but are not limited to:

- Operate lights and HVAC only in areas where work is being performed
- Maintain districtwide occupied and unoccupied temperature setpoints
- Work with school staff to ensure DCPS-approved lamps are stocked and used for replacements
- Keep doors and windows closed as much as possible
- Use water sparingly when cleaning floors and exterior areas
- Turn off and/or unplug unused appliances
- Assist with safety and energy shutdown procedures prior to extended school breaks

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

Note: The parties agree to reasonably and mutually cooperate as to the method and form of performance evaluations of Contractor and of District employees; it being understood, however, that the District reserves the right to mandate the method and form to conform to District criteria as may be established from time to time.

B. **Financial/Reports Management** – The selected Contractor may be responsible for any local, state or federal required financial and/or, statistical, or management reports.

NOTE: Any records generated or maintained by the Contractor in association with the
Contract resulting from this RFP will be considered public records in accordance with Chapter 119, Florida Statutes.

Financial management and report generation may include, but not be limited to the following:

1. Current Contractor and District employee salary/benefits calculation (including all payroll information) and reporting broken down by facility;
2. Retention of records in accordance with State of Florida records retention requirements and federal records retention requirements (whichever period is longer);
3. Monthly OEO Activity Report that states vendors, services or supplies provided and amounts spend (see Attachment D, OEO Monthly Activity Report) and including an annual report of actual spending on chemicals, supplies, and equipment;
4. Equipment
   Monthly – a report of equipment purchased during the prior reporting period. The report is to include the equipment type and nomenclature, cost and distribution of that equipment. This report should also include a listing of backordered equipment with expected delivery dates.
   Annual – a report of the physical inventory of all depreciable custodial equipment in the month following school opening during each Contract Year. This report will include a detailed listing of equipment at each location and the equipment retired at each location including District equipment;
5. Cleaning Products / Chemicals
   Monthly – generate current / historical reports of existing / ordered / backordered supplies and equipment. The report should also include a listing of backordered supplies with expected delivery dates. This report can be a summary report District-wide. But records must be maintained down to the school level by the contractor and available upon request by the District.

C. **Quality Control and Assurance** – The Proposers shall develop and submit with the proposal a quality control and assurance plan which demonstrates how the Proposers will maintain and ensure quality, performance, and value. The Proposers shall also submit a plan for correcting deficiencies found by the District. The District reserves the right of approval for all products and procedures proposed to be used.

D. **Transportation and Communication** – The Contractor shall be solely responsible for the
provision, operation and maintenance of all necessary transportation and communications equipment (except as stated in section 1.6 of this RFP) required for use in association with the Contract. The Contractor shall provide cellular phones (or their functional equivalent) and service for all management and administrative personnel at its expense. A listing of all names and numbers shall be provided to designated District staff. The list shall be updated as necessary. All telephone numbers are to be local to the Jacksonville area.

E. Uniforms and Shoes – The Contractor shall provide at no cost to all District and Contract employees a uniform and safety shoe program according to the Collective Bargaining Agreement and associated work plan of this RFP. The successful Contractor shall be responsible for the operation and management of these programs.

Contractor shall purchase (or lease), manage and monitor the distribution of uniforms and slip resistant shoes to all custodial employees, as modified by the following. First, Contractor and District shall establish a replacement policy reasonably and mutually agreed to by the parties. Second, Contractor shall establish the means by which uniforms and slip resistant shoes are distributed to employees (whether during or upon the conclusion of any probation period of the employee); however, notwithstanding the foregoing, the Contractor shall indemnify, hold harmless and defend the District at Contractor’s sole expense from any claim arising from the Contractor’s failure to distribute uniforms, safety shoes, or any other safety equipment or apparel to the employees (whether on the first day of the employee’s employment or thereafter).

F. Other Non-Custodial Services and Options: The District may choose to negotiate with the Contractor for Integrated Pest Management, Grounds Maintenance, Electrical Maintenance, Plumbing/Irrigation Maintenance, Carpentry Maintenance, Full Building Maintenance or other services as may be requested. Scope of services would be added to this contract via the amendment process. Pricing would be negotiated and determined by comparison of pricing for similar services provided to the district by other means. Also see 1.9.L for Additional Services/Additional Facilities.

G. Special Projects: The Proposers are directed to include in their Attachment C Cost Proposal Form, pricing per square foot and their staffing plan required in Attachment A the number of full time employees to be utilized for District-initiated special projects. Employment opportunity shall be provided to both the Contractor and District employees. Special Projects are those as determined by the District to be beyond the scope of work outside of normal custodial duties, i.e., pressure washing, painting, large scale moving and
the like. District reserves the right to require the contractor to assemble furniture/equipment routinely required at schools (i.e., desk chairs, tables, carts and the like). Depending on the size of the special project, a task order may be required as determined by the contractor and DCPS contract manager. A task order to be defined as any work not specifically covered in this agreement either by type of work or quantity of work being requested. Task order work will be confined to the scope of services described in this RFP. The task order will be requested and approved in writing (email is acceptable) by the DCPS contract manager and if approved for payment, will be included in the monthly billing. Note: The minimum staffing proposal form (Attachment A) and the Cost Proposal Form (Attachment C) should be completed and submitted with the response to this RFP. Note: Failure to submit will result in loss of points, See Section 8.0 PROPOSAL FORMAT AND EVALUATION CRITERIA

G.1 The district has four (4) schools that will require extensive cleaning of the sidewalks, campus wide, at least twice per year. These are large schools that were designed with outside main corridors and have extensive student traffic. The price for this service should be included in the base contract price but may affect staffing levels at these schools and should be addressed in the work plan. The schools are First Coast High School, Mandarin High School, Peterson Academy and Randolph Academy. The contractor must use a 4000 psi heated pressure washer with sidewalk spinners at these schools.

H. Monthly Billing: Payment will be 1/12 of the base contract award, with attrition billed as it occurs and separately all calculated via the DCPS costing sheet, See Attachment M. The Contractor shall assure that all monthly invoices for all services performed are accurately and completely compiled prior to submission for approval and remittance. Invoices need to be listed in numerical order according to school and site numbers. The District will make payments in one of two methods - either Automated Clearing House (ACH) or credit card. Upon award, the Contractor shall submit on the twenty-fifth (25th) day (or the next business day thereafter) of each month to the District an invoice for the Monthly Fee as set forth herein covering the period of the current month, which invoice shall be in form and content and shall contain such detail as mutually agreed upon by the parties. Payment of all such invoices by the District to the Contractor shall be due in accordance with the requirements of the Florida Prompt Payment Act set forth in Part VII, Chapter 218, Florida Statutes, as amended (the “Act”). The Contractor agrees to provide the District written notice of non-payment after the “due date” specified in the Act and thereafter allow the District ten (10) calendar days to cure such non-payment. If the District
fails to provide payment to Contractor after receipt of the Contractor’s ten (10) calendar day notice, such failure shall be an event of default and the Contractor may then terminate the Contract upon written notice to the District and pursue any and all remedies available to it.

I. **Partnering Session:** Prior to commencement of performance on the Contract, District and Contractor Representatives will meet as needed to develop the management and communication template for operating as one team. This will include setting schedules for required meeting, reviews, and performance evaluations as contained in other clauses within the Contract.

J. **Performance and Staffing Meetings:** See Executive Joint Review described in subsection N below.

K. **Implied Services:** If any services, functions or responsibilities not specifically described in this RFP are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. The Contractor shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. Example: 1) Regularly cleaning the litter/trash on any campus is required and should always be coordinated with the mowing of the lawns and the DCPS ground staff and grounds contractors. 2) While the cleaning of mechanical rooms is not routine, management should regularly include these areas in their inspections and when dirt/trash/clutter and/or improper storage of equipment or supplies is observed, it is the expectation, under this contract, that those areas will be cleaned to the standards appropriate for mechanical room areas. It should also be noted that it is not reasonable to expect school non-custodial staff to inspect these areas and report deficiencies. 3) It is the expectation under this contract that the custodial contractor will have to initiate coordination with DCPS maintenance stations via the contractor’s management teams regarding areas of overlapping responsibility.

L. **Additional Services/Additional facilities:** The Contract to be awarded under this RFP is not a grant of exclusive services to the Contractor. Therefore, with respect to any Services not specifically provided in this RFP (“Additional Services”), the District reserves the right to engage third parties to provide these Additional Services. However, the Contractor may agree to provide these Additional Services at a fair and
negotiated price upon the District’s request, whereby the District and the Contractor would subsequently execute and deliver a separate agreement for such Additional Services. The scope of services would be added to the contract via the amendment process. Regarding new facilities opened during the term of the Contract and/or new areas of service added to the original scope of services, the District reserves the right (at the District’s election and in its sole discretion) to either add such new facility to the Contract at the then-current price per square foot, or to not add these new facilities to the Contract. The district also reserves the right to reduce facilities and/or applicable services via the most current price per square foot. Also see 1.9.F for Other Non-Custodial Services and Options.

M. Reports: Representatives of the District and the Contractor will meet on a regular basis to review the Contractor’s performance of the Services and generally to review the results of operations under the Contract. The District and the Contractor will agree upon the formats for desired reports, and the Contractor will provide the reports at a frequency and in a format mutually agreed upon by the parties.

N. Executive Joint Review: The Contractor and the District agree to meet quarterly (or at such frequency that the District determines) at a time and place to be determined (the "Executive Joint Review.") The Contractor will provide to the District during the Executive Joint Review, a presentation focusing on any appropriate topic(s) regarding the execution of the contract. A report of equipment purchased during the prior reporting period shall be submitted to DCPS contract manager 48 hours prior to Joint Review Committee (JRC). The report will include the equipment type and nomenclature, and the distribution of that equipment. In addition, Contractor agrees to conduct a physical inventory of all depreciable custodial equipment in the month following school opening during each Contract Year and provide that inventory to the District. The inventory will be reconciled with the inventory updated and maintained by the Contractor on a quarterly basis for the Executive Joint Review. The Contractor will provide a detailed report to the District on the results of the inventory including a listing of equipment at each location, and the equipment retired at each location including equipment purchased by the District. The Contractor represents and warrants that it will provide the necessary equipment required for the efficient and cost-effective performance of the Services.

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

2.0 **EX PARTE COMMUNICATION:**

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

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

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective proposer/respondent are necessary for, and solely related to, the ordinary course of business concerning the District’s existing contract(s) for the materials or services addressed in this RFP.

However, in no event shall any existing vendor intending to submit a proposal initiate communications to any member(s) of the Duval County School Board: it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business.

Any current contractor meetings with District custodial staff and administration, or instructional personnel shall be limited to disciplinary hearings involving custodial personnel or concerns from school-based administration on operation of current ongoing
custodial contract; it being understood that at no time shall there be any conversation regarding this new Custodial RFP commencing in 2016-17.

3.0 PREPARATION AND SUBMISSION REQUIREMENTS:

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

3.1 There will be a MANDATORY Pre-proposal Conference held at the District's Administration Building, 1701 Prudential Drive, Jacksonville, Florida on Thursday September 10th at 1:00 p.m. in Room 307. The purpose of the Conference is to review the Request for Proposal (RFP) documents, provide additional financial/statistical information for potential Proposers, answer any questions regarding the RFP and address any areas of concern in order to provide an equal opportunity for participation to all Proposers.

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

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

3.2 All proposals must be received no later than 2:00 p.m. (EDT), on October 8, 2015. If a proposal is transmitted by US Mail or other delivery medium, the Proposers(s) will be responsible for its timely delivery to Purchasing Services, 4880 Bulls Bay Highway, Jacksonville FL 32219-3235. Any proposal received after the stated time and date or at other location will not be considered and should be returned unopened to the Proposers(s) after the evaluation.

3.3 One manually signed original, two (2) photocopies, and ten (10) copies on USB Flash Drive (in.pdf format) (8 USB Flash Drives to be submitted) of the complete proposal must be sealed and clearly labeled "REQUEST FOR PROPOSAL: CUSTODIAL SERVICES MANAGEMENT" on the outside of the package. The legal name, address, Proposers' contact person, and telephone number must also be clearly annotated on the outside of the package.

The manually signed original shall be marked as “ORIGINAL”. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.
All proposals must be signed by an officer or employee having authority to legally bind the Proposer(s).

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

NOTE: It is the sole responsibility of each respondent to assure all proposal copies are EXACT duplicates of the original proposal. USB Flash Drives will be utilized by the Evaluation Committee for the purpose of evaluation of proposals.

Any information contained in the original proposal which has not been transferred to the USB Flash Drive or photocopies will NOT be considered. The original document will be used solely for official record keeping purposes.

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

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

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Subsequent to any MANDATORY Pre-proposal Conference, any questions or requests for clarification regarding this RFP shall be submitted to Terrence Wright, Purchasing Services in writing via e-mail at wrighttt@duvalschools.org. The deadline for such questions or requests will be 4:00 p.m., EDT on Thursday, September 17, 2015 unless otherwise extended in writing by the District. Questions or requests for clarification received after the deadline will NOT be addressed.

3.5 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of ninety (90) days, to provide the District ample time to award the Contract for the services specified in the proposal and this RFP.
Concurrent with the delivery of the Proposer’s proposal, the Proposer shall also irrevocably deliver a completed and properly signed **Attachment B**. Upon completion of the award process and within three (3) business days of the Duval County School Board’s completion of the award process at its duly called meeting, the successful Proposer shall cause the delivery of the required Performance Bond (see Section 7.0 of this RFP) and deliver the required insurance certificate (see Section 18.0 of this RFP).

4.0 **SITE FAMILIARITY AND ADDITIONAL INFORMATION:**

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

As part of the custodial services solicitation process, a schedule will be developed and distributed at the Orientation Meeting on August 31st to facilitate site review at representative district facilities. The intent will be to provide prospective bidders the opportunity to see all types of district facilities. The site review period is from September 1st to 4th. Prospective bidders will be escorted through the buildings. **This will not be a question and answer session with the intention being site review only.** Bidders will meet as per the schedule, the district representative will be on site to escort visitors.

**The Orientation meeting will be held at 4880 Bulls Bay Highway, Jacksonville, FL  32219, in the conference room.**

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

**The current contractor may only visit schools for the purpose of on site training, conducting inspections, and delivering supplies and or equipment, and performing custodial services.**

4.1 The District has before–and-after school activities/programs that may affect custodial service scheduling, see **Attachment H (Part 1-4)**, which provide an overview of special activities/programs that run before and after the regular school hours. These programs/activities
include but are not limited to extended day programs, early childhood development programs, community education programs and breakfast in the classroom programs. The district also has various aggressive testing requirements that may require special planning by custodial staff. See Attachment H (Part 5) for 2014-15 testing schedule example.

4.2 District custodians accrue eight (8) hours of sick leave per month, which can carry over yearly. They also accrue annual leave based upon years of service (see Attachment I).

4.3 The District is currently in the process of gradually changing out carpet to Vinyl Composition Tile (VCT). The District expects an average of 25,000 square feet to be changed out each year; however, these quantities are not guaranteed and are subject to change in the District’s sole discretion.

5.0 **TIME SCHEDULE:**

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

- Monday August 17th, RFP Distribution
- Monday, August 31st, Orientation Meeting for Site Reviews
- September 1-4, Site Reviews
- Thursday, September 10th, at 1:00 p.m. **MANDATORY** Pre-proposal Conference (Room 307, Administration Building)
- Thursday, September 17th, at 4:00 p.m. Deadline for questions
- Thursday, October 8th, at 2:00 p.m. Proposal Opening
- Wednesday, October 21st, Committee Evaluation
- Board Award, December 2, 2015

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

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

6.0 **PROPOSAL EVALUATION AND AWARD:**

6.1 **Minimum Eligibility Requirements:**
In order to be considered for evaluation, the Proposers shall demonstrate sufficient capacity, resources and experience to successfully manage and operate a large scale custodial services program.

At a minimum, Proposers should:

A. Have the ability to be licensed to conduct business within the State of Florida and Duval County;
B. Have been involved as the prime contractor in planning, designing and operating a single custodial services program of three (3) million square feet;
C. Demonstrate K-12 full service experience in five (5) current service programs.
D. Demonstrate the Proposer’s financial viability and ability to commit the necessary capital investment, and
E. Demonstrate knowledge of United States Occupational Safety and Health Administration rules and regulations, as well as other applicable rules/regulations.
F. Have experience with collective bargaining units.

**NOTE: The items above shall be clearly outlined in the proposal.**

6.2 **District’s Rights and Reservations**

A. The District reserves the right to accept or reject any or all proposals.
B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.
C. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.
D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.
E. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
F. The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposer, the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.
7.0 **BONDS:**

Proposal Bond: As a guarantee the Proposers will enter into the Contract under the terms and conditions set forth in this RFP, a proposal bond in the amount of $50,000 made payable to the Duval County School Board shall accompany the proposal when submitted. The bond shall be issued by a surety company licensed to conduct business in Florida and approved by the United States Treasury Department. Cash and/or checks of any kind are not acceptable. **PROPOSALS RECEIVED WITHOUT THE REQUIRED BOND ARE CONSIDERED NON-RESPONSIVE.**

Performance Bond: The successful Proposer shall execute and furnish to the Duval County School Board a bond, and only one bond, **issued by the same surety company that issued the proposal bond.** The performance bond shall be for an amount that is at least equal to six (6) months of the Contract; and it is required that the bond remain continuously in effect and renewal bonds be provided at least thirty (30) days prior to the expiration of the existing bond. Such bond shall be submitted within three (3) business days after the District’s notification of award of the Contract to the successful Proposer.

Return of Proposal Bond: Proposal bonds will be returned to all unsuccessful Proposers immediately after the Contract award has been made and to the successful Contractor after receipt of the performance bond and execution of the Contract.

8.0 **PROPOSAL FORMAT AND EVALUATION CRITERIA:**

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal. **Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section may be considered non-responsive or be awarded less points for the given category below.**

A. **FORM OF PROPOSAL (Attachment B) & The MINIMUM STAFFING PROPOSAL FORM (Attachment A):** Submit with all required information completed and all signatures as specified.

B. **EXPERIENCES AND REFERENCES:** (10 points) A narrative letter which profiles the background, experience and qualifications of the Proposer. Include a brief description of all lawsuits that are pending and/or filed against the Proposer over the last three (3) years and any disciplinary action taken against the Proposer. List a minimum of three (3)
previous, similar sized educational/institutional contracts during the past five (5) years. Include names, titles, e-mail addresses and phone numbers. List a minimum of three (3) current educational/institutional contracts (distinct from those above). Describe the level of experience with collective bargaining units. Provide a brief outline of each contract with information regarding number of sites, “cleanable” square footage, student population (if applicable), program operations, staffing patterns, costs and any other information deemed relevant. Additionally, include agency contact names, titles and phone numbers. Furthermore, list any contracts which have been terminated early or upon renewal within the past five (5) years. Explain the reason for early termination or non-renewal and include contact names, titles, e-mail addresses and phone numbers.

C. **FINANCIAL ABILITY:** (5 points) Proposer must provide the last two (2) years’ audited financial statements for the Proposer. Demonstrate the wherewithal and knowledge to cover expenses. Provide proof of your company’s insurance as required in Section 18.0 of this RFP or submit a letter of your intention to have the required insurance within three (3) business days of the District’s notification of award of the Contract.

D. **PROPOSED ORGANIZATIONAL CHART AND METRICS EXAMPLE:** (15 points) Identify the management and office support team that will be responsible for providing the required contract administrative services at the resident, regional and corporate level. Detailed resumes’ are required for the resident level management/administrative personnel. General information is required for the management/administrative personnel at the regional and corporate levels. Indicate the specific individual who would serve as the day-to-day contact and be responsible for the operation of the overall program. Provide an organizational chart and a plan for the replacement of management staff. Provide an example of a metrics package that the contractor monitors, tracks, updates and shares regularly with clients to insure all aspects of quality control are being maintained.

E. **PROPOSED WORK PLANS:** (40 points) The following section should clearly define the Proposer’s team management approach with the following components: (1) Proposed Minimum Staffing Plan as defined and submitted via Attachment A, (2) District-Wide Macro Start-Up Plan, (3) Facility-Specific Start-up Plan, (4) Quality Sustainment Operations Plan, (5) Uniform Plan including photos and descriptions of proposed uniform types including the number that will be provided per employee, (6) Sidewalk cleaning plan for First Coast High School, Mandarin High School, Peterson Academy and Randolph Academy, (7) Contractor’s choice section, designed to allow the contractor to freedom to present programs, policies, or operating procedures that may be of interest to the district
but were not specifically asked for in this RFP and that the proposer’s team believes relevant to the successful execution of this RFP. These plans, along with accompanying documentation, cover operations to include planning and start-up through commencement of and execution of normal operations, with emphasis on the first five (5) months of the contract performance period. The purpose of this plan is to show a logical, aggressive, and realistic performance plan for attaining quality as outlined in this solicitation in total and as addressed specifically by Section 1.3 of this RFP.

Minimum Staffing: The proposed minimum staffing levels (Submitted on Attachment A) will be evaluated and graded in this section. The contractor sets their own staffing levels in addition to the district staffing levels currently at 119 and the total of the district’s current staffing level and the proposed staffing level becomes that minimum staffing level for this term of this contract.

District-Wide Macro Start-Up Plan: The District-Wide Macro Start-up plan, should be developed and submitted as part of the proposal. This part of the plan should include any intended pre-planning actions taken prior to the contract start-date. The Proposer’s plan should present a timeline for how progress will be achieved to meet the Minimum Required Duties (Attachment J (Part 1 & 2)) and Minimum Required Standards (Attachment K), respectively. This District-Wide Macro Start-Up Plan should include a completed table showing percentages of planned completion in the areas delineated by the contractor as deemed critical for success. Other requirements of the District-Wide Macro Start-Up Plan:

- This plan should include action steps with performance targets for hiring and staffing, purchase and delivery of equipment and supplies, initial measuring of level of service and customer satisfaction. A method of listing and tracing anticipated shortfalls District-Wide or by facility. Emphasis is on how the successful Contractor understands and conveys the immediacy of providing service.
- This plan should include a comprehensive quality assurance and control plan focused on production targets for the District along with monitoring and follow-up mechanisms to achieve/maintain level of service.
- This plan should describe the proposed communication program between the District and the Contractor to keep the District administration, school staff and the general public, if necessary, informed and involved, to respond to identified perceived or actual problems. The communication plan should allow for receipt of calls at District staff facilities, provide for receipt of and responses to inquiries, and
provide a mechanism for tracking issues and responses and resolutions to the same.

- This plan should include any overtime hours that will be needed in the start up period and the submitted plan should address this anticipated use.
- This plan should include any perceived challenges, as seen by the Contractor. This plan should factor in those unforeseen challenges and articulate how they will be addressed.

**Facility Specific Start-Up Plan (Not Scored):** After award, the Contractor should analyze the current condition and develop a Facility-Specific Start-Up Plan and submit no later than July 1, 2016. The District-Wide Start-Up Macro Plan should be further analyzed and defined so that the goals of each facility are provided. This plan should include percentages of facilities cleaned to satisfactory levels for each facility, staffing numbers for each facility if different from those submitted in **Attachment A**, and required overtime hours to achieve 100% by return of the teachers (date available on school calendar).

The Facility-Specific Start-Up Plan, should also contain:

- The transition requirements for customer liaison and communications with schools and district staff as to ongoing performance. Recommendations for staffing adjustments (movement in staffing assignments and/or additions to staffing required to meet minimum standards. Regardless of any recommended staffing movement or increases, the Contractor remains accountable at all times for meeting the standards and delivering the level of service required by the Contract.

- The submitted staffing plan for each school should specifically include Day-Custodians, Lead Custodians and Night Custodial staffing requirements and how daily and long-term absenteeism will be successfully managed to ensure delivery of the Services. These requirements shall not be in conflict to those proposed in **Attachment A** (other than minor adjustments do to shifting staffing locations). Specific attention should be provided for staffing at facilities within the Beaches-area as this area has historically presented challenges.

- An understanding of the possibility of required overtime to achieve successful startup. It is anticipated that overtime hours may be required for start-up. Describe in detail the proposed employee recruitment, training and retention program related to providing a stable, qualified workforce, including compliance requirements of the Jessica Lunsford Act.

- A clearly demonstrated understanding of the District’s after-hours and summer
programs and the required custodial support.

- An explanation of the work management process for handling minor repair.
- A description of the proposed uniform and safety shoe program.
- A detailed description of the company’s quality control and quality assurance plan.
- Example classroom deep clean plan to be executed during school year.

**Quality Sustainment Operations Plan** should describe the systemic approach to keep the service level at target to prevent unexpected operational problems and to implement additional quality and improvements. Please describe when this Quality Sustainment Operations Plan will commence and list possible modifications and/or additions that are anticipated when instituted in order to maintain the standard as delineated in the specifications of the Contract.

**Contractor’s Choice Section** is designed to allow the contractor the freedom within the confines of this RFP, to present programs, policies, or operating procedures that may be of interest to the district, but were not specifically asked for in this submittal. The intent is to solicit innovative ideas from proposing contactors that could specifically apply to our district with the goal of overall improvement of service.

**F. OFFICE OF ECONOMIC OPPORTUNITY (OEO) POLICY AND PROPOSED SCHEDULE OF PARTICIPATION FORM:** (5 points) Submit with all required information completed and all signatures as specified. Additionally, include the following information in narrative form:

A) **Proposers that are certified** with DCPS as a Small Business Enterprise (SBE) and/or a Minority/Women Business Enterprise (M/WBE) meet the established SBE goal and/or the M/WBE goals.

B) **Proposers not meeting the certification requirements as stated** above must provide the following:

1) Proposer’s Minority Business Enterprise, Small Business Enterprise or Supplier Diversity Program (if any).

2) Documentation of Proposer’s previous experience doing business with Minority Businesses and/or Small Businesses.

3) Documentation of experience in submitting with organizations that have an MBE or SBE program. Indicate the agency name, established & achieved goals, along with the contact names and number(s) for verification.

4) Approach to achieve the established goals of 5% M/WBE and 5% SBE participation. Your explanation should include, but not be limited to,
Proposers are advised that the OEO participation goals on this contract is based on the total contract minus salaries and management fees; therefore the Proposer is required to attach a (5) five year projected budget for the purchase of chemicals, supplies and equipment. The OEO directory can be found at the following link: www.duvalschools.org/oeo – OEO Directories.

NOTE: All Proposers should complete and return, as a part of this item; the attached OEO PROPOSED SCHEDULE OF PARTICIPATION Form (see Attachment F).

G. PROGRAM COST: (25 points) The objective of the District is that the custodial services program be cost effective. Costs shall include all expenses associated with the operation of the program, including, but not limited to all equipment, tool and supply costs, general expenses, applicable utility charges, delivery charges, waste disposal costs, administrative/management costs, and any other direct or indirect costs of operation. Describe the method(s) to be used to determine the most competitive pricing for purchases of supplies and equipment. Award of points will be as follows:

The firm submitting the lowest proposed cost of all Proposers will receive all available points (25 points) for this category (8.0 G). All other respondents that meet this same minimum criteria will receive points proportionate to the lowest cost response (Example - a response that is 20% higher than the lowest submitted cost will receive 20% fewer points (20 points).

*NOTE: Minimum staffing levels must be within acceptable levels, determined solely by the district based on and historical staffing levels.

Proposals shall identify the pricing on the Cost Proposal Form (see Attachment C), which shall be an all inclusive cost per square foot (and shall include the standard 3,000 hours overtime as described in Section 1.4.F of this RFP, and the minimum staffing requirements set forth in Attachment A). All other costs increases or decreases will only be granted based upon the express provisions of this RFP.

Payment to the Contractor will be based upon the contractor’s costs (Base Bid) to provide minimum staff (provided by contractor in Attachment A) equipment and materials to
perform the required cleaning described in this RFP for the Total Net Square Feet (NSF) per site in accordance with the Florida Inventory of School Houses (FISH). The District does not represent nor warrant that the square footage (SF) indicated by FISH to be cleanable SF (because FISH is calculated by the State as net useable SF and not net cleanable SF);

The District constantly updates the facility square footage per individual location as required by State Regulation. All additions, renovations, remodels, property sells, portable relocations are accounted for in this update process. The most reliable information source can be obtained by contacting the DCPS Facilities Department. The information in this RFP was updated as of the date of advertisement and is unlikely to have changed, but through the life of the contract the contractor should expect changes

Facilities Department
1701 Prudential Ave, Suite 530
Jacksonville, FL 32256
Email: Beaudoinr@duvalschools.org

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

9.0 CONSUMER PRICE INDEX (CPI):

The contracted charge for all other costs per square foot (rate) in the initial contract year will be used and may be adjusted for subsequent contract years by using the initial contract year rates as follows. Commencing on the second contract year, and each contract year thereafter (including any additional renewal terms) the rates may be adjusted by the change in the CPI Index (as defined below). This CPI calculation will be non-labor only and will be applied via the DCPS costing sheet (Attachment M). There may be a normal time delay in reporting price change data, which delay (if any) might necessitate retroactive adjustments in the payments arising under the contract rates for any renewal contract year as adjusted pursuant to this procedure. If there is a decline in the CPI for any given year, compensation will not be reduced lower than the initial contract year rate. As used in this procedure:

A. "CPI" means the Consumer Price Index for all Urban Consumers (C-CPI-U) from Table
indicating Historical Chained Consumer Price Index for All Urban Consumers: U.S, not seasonally adjusted, as published by the Bureau of Labor Statistics, United States Department of Labor (or the replacement index therefore published by the Bureau of Labor Statistics or its successor if the Consumer Price Index has been discontinued, or if there is no such replacement index, a reasonably comparable index selected by the District). Link as follows: http://www.bls.gov/cpi/

B. COMMENCING ON THE ANNUAL ANNIVERSARY OF THE CONTRACT, THE RATE FOR THE NEXT CONTRACT YEAR MAY BE ADJUSTED AS follows. Using the most recent CPI data published as of May 31st as the Basic Index. The result of that calculation will be multiplied by the initial contract year rate to determine the new rate set forth in the contract for the applicable contract year.

1. CURRENT YEAR’S CPI BASIC INDEX - PREVIOUS YEAR’S CPI BASIC INDEX = NET DIFFERENCE
2. NET DIFFERENCE DIVIDED BY PREVIOUS YEAR’S CPI BASIC INDEX = CONSUMER PRICE INDEX (CPI %)

C. When the rate is adjusted under these provisions, the District will provide a detailed written statement of the District's calculations pursuant to this procedure. The rate adjustment pursuant to this procedure will be rounded to three (3) decimals (example: 1.362%) as the rate set forth in the initial contract year. Fifteen (15) days will be given to specify in writing to the District any reasonable objection to such calculation as set forth in this procedure, and in the event no objection is made, then the rate adjustment will be conclusive. In the event of reasonable disagreement regarding the calculation in accordance with this procedure, the District will continue to pay the prior contract year rate until such disagreement is resolved, in which case, the District will pay the difference as reasonably agreed upon by the parties (such agreement to be conclusive). In the event the parties cannot reach a reasonable agreement within sixty (60) days, then the Superintendent's designee will conclusively determine the issue.

10.0 PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Proposers are read at this time. An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.
The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

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

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

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

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

Purchasing Services will prepare and submit a recommendation agenda item to the Superintendent of Schools, Duval County, Florida. The Superintendent will then recommend to the School Board the award or rejection of any and/or all proposal(s). The School Board will then award or reject any or all proposal(s).

11.0 Replacement of Management Staff:

All management personnel to be assigned to the District Contract shall require prior written approval by the District.
Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes’ of replacement management personnel may be required to be submitted to the District for review. The District reserves the right to interview replacement management personnel prior to approval.

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

12.0 **TERMINATION, SUSPENSION, AND REMEDIES:**

12.1 The District reserves the right to terminate any Contract resulting from this RFP, at any time and for any reason upon giving a minimum of sixty (60) days prior written notice to the Contractor. If said Contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Contract. The District will only be required to pay to the Contractor that amount of the Contract actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract. The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District’s payment of the Contract fees forms the consideration for the Contractor not having this right to terminate for convenience. In the event of the District’s termination of the Contract, the District (in its sole election) may also require the Contractor to provide the Transition Assistance set forth in section 12.3 of this RFP.

12.2 In the event any of the provisions of the Contract are breached by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within the applicable cure period set forth in this RFP (and if none is stated, then ten (10) days), the District may terminate the Contract. Upon termination hereunder, the District may pursue any and all legal remedies as provided herein and by law. Notwithstanding the foregoing, and in addition to the remedies set forth herein, the District may elect the following in its sole discretion, and without any obligation whatsoever to make this election. If Contractor is unable to reasonably cure a deficiency within ten (10) days after receiving the District’s notice notwithstanding Contractor’s continuous and diligent efforts to do so, the District may elect, in its sole discretion, to permit Contractor to cure the deficiency as soon as is reasonably practicable using continuous and diligent efforts, but in no event more than thirty (30) days after receipt of the District’s notice. Until the earlier of either (1) the deficiencies are cured or (2) this agreed upon cure period expires, the Contractor remains obligated to perform the Services without degradation and in accordance with the Contract.
12.3 In order to provide transition assistance to the District in the event that the Contract is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one calendar month, plus five (5) additional calendar months on a month-by-month basis at the District’s sole and unilateral election) on the same terms and conditions set forth in the Contract (the “Transition Assistance”). The provisions of this section will not apply if the Contract is terminated by the Contractor based on an uncured event of default by the District as set forth in Section 1.9.H. of this RFP.

12.4 The District’s representative(s) will inspect facilities (whether on a random and unannounced basis, or on a previously scheduled basis, either being at the District’s discretion) to determine Contractor’s compliance with the List of Minimum Required Duties and List of Minimum Required Standards set forth in this RFP (see Attachment K). The District representative will record deficiencies (whether unperformed or inadequately performed Services) and communicate the same to the Contractor via the procedure to be developed pursuant to the Contract (in Attachment J Part 1 & 2). If the deficiency is failure to perform a reoccurring Service, then Contractor shall notify the District representative that the deficiency was corrected within the following periods after Contractor’s receipt of the District’s initial notice: (a) for a daily Service, Contractor shall cure the deficiency and notify the District within twenty-four (24) hours; (b) for a weekly Service, Contractor shall cure the deficiency and notify the District within seventy-two (72) hours; (c) for a monthly Service, Contractor shall cure the deficiency and notify the District within seven (7) calendar days; (d) for a quarterly Service or a Service to be conducted periodically, then Contractor shall cure the deficiency and notify the District within ten (10) calendar days; and, (e) for a semi-annual Service or an annual Service, then Contractor shall cure the deficiency and notify the District within thirty (30) calendar days. In addition to the foregoing, if there are deficiencies of Services in a single facility that repeatedly occur (whether daily, weekly, monthly, quarterly, periodically, annually, or any combination of the foregoing) (defined as “Habitual Deficiencies”), the District may elect (in its sole discretion) a separate remedy as follows: the District shall provide notice to the Contractor of said Habitual Deficiencies, the Contractor shall have twenty (20) days for the Contractor to cure the Habitual Deficiencies and thereafter continuously maintain the facility according to the required level of Services.

Deficiencies and the correction periods will be measured monthly for compliance and discussed at the Executive Joint Review (“Compliance Report”). In the event the Compliance Report identifies certain Services that were not performed and were not cured according to the
procedures and timing set forth above or otherwise excused at the District’s discretion, then the District will withhold the following sums from the District’s monthly Fee payment for each type and each occurrence: the dollar amount shall be based on the $/sf agreed upon in the RFP, specifically Attachment M. The aggregate of all deductions set forth in this Section 12.4 of the RFP will not to exceed ten percent (10%) of the contract price per Contract year. When the District remits payment of the monthly Fee that deducts a portion of the payment for unperformed Services as set forth herein, the District shall also remit a schedule outlining the offset for each particular Service that was not performed. In addition if the contractor does not meet the Small Business Enterprise and the Minority/Women Business Enterprise goals and do not provide sufficient evidence of Good Faith Efforts, additional nonperformance fees may be assessed.

12.5 Financial Remedy for Insufficient Staffing: By entering into the Contract, the District will have accepted the successful Proposer’s overall staffing plan (which includes the required staffing requirements described in Attachment A.) If the Contractor fails to continuously maintain minimum staffing levels in the Contractor’s overall staffing plan in its proposal, then the District may elect (in its sole discretion) to deduct from the Contract payments the amount equal to the FTE shortage at the hourly rates established by this RFP. This remedy is in addition to any and all other remedies set forth herein, and this amount is not capped according to the provisions of section 12.4 above. Notwithstanding the foregoing, the District may elect in its sole discretion to waive this remedy on a case by case basis if the Contractor’s provision of Services meet the standards set forth in Attachment K. And further notwithstanding the foregoing, the District shall not utilize this remedy during the period detailed in the Start-Up Plan referenced in Section 8.0.E of this RFP.

12.6 Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District’s payment in whole or in part for services hereunder or any purported oral modification or rescission of the Contract by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under the Contract or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in the Contract. Except as otherwise expressly provided in the Contract, all remedies provided for in the Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
13.0 **INCENTIVES**: The following incentives may apply:

A. **Option to Extend Services**:

1. If the Contractor’s performance is superior as determined by the District (in its sole discretion and supported by documented performance evaluations), then the District may elect to add up to four (4) annual renewal terms to this Contract according to the following provisions (each annual renewal term being an “Incentive Renewal”). Nothing herein obligates the District to award either of these Incentive Renewals. The first Incentive Renewal shall be determined by the District at the conclusion of the initial term ending June 30, 2018, and if the District elects to authorize one Incentive Renewal, the District shall provide written notice to the Contractor on or about July 31, 2018. The second Incentive Renewal, if any, shall be determined by the District at the conclusion of the first renewal term ending June 30, 2019, and if the District elects to authorize this Incentive Renewal, the District shall provide written notice to the Contractor on or about July 31, 2019. The third Incentive Renewal, if any, shall be determined by the District at the conclusion of the second renewal term ending June 30, 2020, and if the District elects to authorize this Incentive Renewal, the District shall provide written notice to the Contractor on or about July 31, 2020. The fourth Incentive Renewal, if any, shall be determined by the District at the conclusion of the third renewal term ending July 31, 2021, and if the District elects to authorize this Incentive Renewal, the District shall provide written notice to the Contractor on or about July 31, 2021. If authorized, each Incentive Renewal shall be on the same terms and conditions as the annual renewals described in Section 1.8 of this RFP.

B. **Staffing Efficiencies**:

1. Minimum staffing levels set forth in Section 1.4.A. of this RFP must be maintained for the Contract term.

2. If the Contractor can demonstrate that the performance standards can be maintained, with a reduction in FTE (s) by site, and is agreed upon at the sole discretion of the District, then that reduction in FTE(s) may be approved at no adjustment in compensation.

C. **Performance Factors**:

1. Reviewed quarterly (or less frequently at the District’s sole discretion) by the District

2. Factors to be considered include:

   1. How well transition was managed and compliance to work plan
   2. Effectiveness of Quality Control Plan
3. Customer Feedback (Grade Cards and Surveys)
4. Periodic Sampling
5. Contractor management of attrition and conversion
6. Day-Custodian management
7. Substitution management
8. Responsiveness to identified issues
9. Accuracy of billing and reporting submissions

14.0 **DEFAULT:**

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

15.0 **LEGAL REQUIREMENTS:**

15.1 It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Upon award, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement, the following, all of which shall be incorporated into the Agreement by this reference, and which are attached as composite Exhibit 2: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.

15.2 Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor’s performance under the awarded Contract on account of race, color, sex, religion, age, handicap, marital status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender, gender identity, disability, veteran status, or any other protected status under applicable law. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the awarded Contract.

15.3 Proposers affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations
including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138;
11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans
Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age
Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the
Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

15.4 **JESSICA LUNSFORD ACT:** The Contractor shall comply and be responsible for the costs
associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The
Act states that contractual personnel who are permitted access to school grounds when
students are present or who have direct contact with students must meet current requirements
as described in the Florida Statutes. Contractual personnel shall include any vendor, individual
or entity under contract with the District. Current employees that have met the requirements of
this Act with the District, and are in good standing, could be available for immediate employment
with the successful Proposer. Any current employee’s compliance with the Act is valid for one-
year and would have to be renewed during a contract year as his/her current background check
expires. All background checks (initial and renewals) will be at the expense of the Contractor.
Contractor shall not permit persons to provide services under this Agreement if any such person
does not meet the standards under Florida law and the District’s hiring standards concerning
criminal background employee history checks. Failure to comply with this provision shall be
cause for the District’s termination of this Agreement.

15.5 **Drug Testing; Other Legal Requirements.** Prior to offering employment, the Contractor shall
obtain satisfactory results at the Contractor’s cost regarding drug testing to the standards of the
District. All the personnel assigned by the Contractor and any subcontractor shall be authorized
under state and local laws to perform such Services, whether by appropriate license,
registration, certification or other authorization.

15.6 **Representations and Warranties.**

15.6.1 The Contractor warrants that it is a duly formed business entity duly organized and existing in good
standing under the laws of the State of its formation and is entitled and shall remain licensed to
carry on its business as required for its performance pursuant to the Contract in the State of
Florida. The Contractor agrees that it will comply with all rules and regulations of governmental
bodies governing its performance under this RFP and the resulting Contract whether or not such
specified in the Contract and Exhibits. The Contractor further warrants that the execution and
delivery of the Contract and the terms and conditions herein have been duly authorized by proper
corporate and/or partnership action (as the case may be).
15.6.2 The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Contract, as the same exist and as they may be amended from time to time. The Contractor acknowledges and agrees that it is subject to the requirements of the Public Records Law, Chapter 119, Florida Statutes, for all matters pertaining to the Contract.

15.6.3 Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.

15.6.4 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.

15.6.5 Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.

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

15.7.1 This RFP and any Contract resulting therefrom shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.

15.7.2 The Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

15.7.3 Except for the provisions requiring Contractor to pay the District’s reasonable attorneys’ fees and costs for any matter arising under Section 18 of the RFP (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys’ fees and costs.

15.7.4 Should any provision of the Contract be determined by the Courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the Contract shall remain valid and in full force and effect.
15.7.5 Nothing set forth in any provision of the Contract shall mean or be construed that the District has waived, altered, or amended in any manner whatsoever the limitations or provisions of section 768.28, Florida Statutes, regarding the District's sovereign immunity.

15.7.6 The Contract may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

15.7.7 The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

15.7.8 The Contractor is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

15.7.9 The Contract is entered into solely between, and may be enforced only by, the District and the Contractor, and the Contract shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.

15.7.10 Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

15.7.11 Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract, including those provisions relating to the obligations of Contractor in connection with the Transition Assistance, shall survive any termination or expiration of the Contract and continue in full force and effect.

15.7.12 All media releases, public announcements, and public disclosures by either Party relating to the Contract or the subject matter of the Contract, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.
15.7.13 Time is of the essence in the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

15.7.14 Every notice, approval, consent or other communication authorized or required by the awarded Contract shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith.

The awarded contract shall set forth the Contractor’s address for notices. The District’s addresses for notices are:

If to District:
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Superintendent Nikolai P. Vitti, Ed.D.
With copy to:
Office of Legal Services
1701 Prudential Drive, Room 653
Jacksonville, FL 32207
Phone: (904) 390-2111
Attn: Chief

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor: in writing promptly upon commencement of the services. Once so designated, each party’s representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Contract, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services.

15.7.15 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the awarded Contract, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the awarded Contract. For the breach or violation of these provisions, the District shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

16.0 FEDERAL AND STATE TAX:

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

17.0 CONFLICT OF INTEREST:

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

17.2 Non-Collusion Statement / Public Domain

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

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

18.0 INSURANCE REQUIREMENTS:

A. Required Insurance. Without limiting any of the other obligations or liabilities of the contractor, the contractor shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements as set forth herein. Except as may be otherwise expressly specified in this document, all insurances shall commence at or prior to the execution of the Agreement by both parties and shall be maintained in force throughout the term of the Agreement, including any and all renewals.

B. Workers’ Compensation/Employers Liability: The Workers’ Compensation and Employers’ Liability insurance provided by the contractor shall conform to the requirements set forth herein.

1. The contractor insurance shall cover the contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation
policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e. mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

2. The policy must be endorsed to waive the insurer’s right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

3. Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverage’s customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

   i. $1,000,000 - Each Accident
   ii. $1,000,000 Disease - Each Employee
   iii. $1,000,000 Disease - Policy Limit

4. The contractor may be relieved of providing Workers’ Compensation coverage provided an exemption form is submitted from the State of Florida Division of Workers Compensation stating the contractor is exempt from the insurance requirement under F.S. 440.

C. **Commercial General Liability.** The Commercial General Liability insurance provided by the contractor shall conform to the requirements set forth herein:
1. The contractor’s insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

2. The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual Abuse or Sexual Misconduct.

3. The coverage must include Waiver of Transfer of Rights of Recovery Against Others To Us (ISO Form CG 24 04 05 09)

4. The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

5. The minimum limits to be maintained by the contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

   i. $1,000,000 General Aggregate
   ii. $1,000,000 Each Occurrence

6. The contractor shall include DCPS and DCPS’s members, officials, officers and employees as “additional insured’s” on the Commercial General Liability coverage. The coverage afforded such additional insured’s shall be no more restrictive than that which would be afforded by adding DCPS and DCPS’s members, officials, officers and employees as additional insured’s on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

D. Business Auto Liability. The automobile liability insurance provided by the contractor shall conform to the requirements hereinafter set forth:
1. The contractor's insurance shall cover the contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

2. The DCPS and DCPS's members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be afforded by designating the DCPS and DCPS's members, officials, officers and employees as additional insured's on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

3. The minimum limits to be maintained by the contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:
   
   i. $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

4. The contractor shall include DCPS and DCPS's members, officials, officers and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured's shall be no more restrictive than that which would be afforded by adding DCPS and DCPS's members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

E. **Professional Liability.** The professional liability insurance provided by the contractor shall conform to the requirements hereinafter set forth:

1. The professional liability insurance shall be on a form acceptable to DCPS and shall apply to those claims which arise out of Services performed by or on behalf of the contractor pursuant to the agreement which are first reported to the
contractor within two years after the expiration or termination of the agreement.

2. If the insurance maintained by the contractor also applies to services other than Services under the agreement, the minimum limits of insurance maintained by the contractor shall not be less than $1,000,000 per claim/annual aggregate. If the insurance maintained by the contractor applies exclusively to the services under the agreement, the minimum limits of insurance maintained by the contractor shall not be less than $1,000,000 per claim/annual aggregate.

3. The contractor shall maintain the professional liability insurance until the end of the term of the agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of the agreement which are reported to the contractor or the insurer within two years after the expiration or termination of the agreement.

F. Evidence of Insurance. The contractor shall provide evidence of required insurances in the following manner:

1. As evidence of compliance with the required Workers’ Compensation and Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the contractor shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers’ Compensation/Employer’s Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days’ written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the contractor shall furnish DCPS with:

3. A fully completed satisfactory Certificate of Insurance, as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS’s members, officials, officers and employees as Additional Insured’s in the Commercial General Liability coverage.
4. Until such time as the insurance is no longer required to be maintained by the contractor as set forth in this document, the contractor shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

5. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the contractor shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required by this RFP.

G. Insurers Qualifications/Requirements:
Insurers providing the insurance required by this RFP for the contractor must either be:

1. Authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or an eligible surplus lines insurer under Florida Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this RFP, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the contractor has knowledge of any such failure; the contractor shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the contractor has replaced the unacceptable insurer with an insurer acceptable to DCPS, the contractor shall be considered in default of the contract.

4. Additional Remedy. Compliance with the insurance requirements of this RFP shall not limit the liability of the, contractor or its subcontractors or sub-
subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS’s members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the contract.

5. DCPS Approval: Neither approval by DCPS nor failure to disapprove the insurance furnished by the contractor shall relieve the contractor of the contractor’s full responsibility to provide the insurance as required by this RFP.

H. Primary and Non-Contributory

The insurance provided by the contractor pursuant to the agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS’s members, officials, officers or employees.

I. Self-Insurance, Deductibles or Self-Insured Retentions.

Except as otherwise specifically authorized in this RFP, or for which prior written approval has been obtained hereunder, the insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the District may permit the application of a deductible or permit the contractor to self-insure, in whole or in part, one or more of the insurance coverage required by this RFP. However, except as otherwise specifically permitted pursuant to this RFP, any such self-insurance, deductible or self-insured retention shall be subject to all of the following provisions:

- Prior Written Approval of the District Required. No such self-insurance, deductible or self-insured retention will be allowed unless and until the contractor has received prior written approval from the District to use such self-insurance, deductible or self-insured retention.

- Subject to the District's Sole Discretion. The extent to which, if any, the District agrees to allow self-insurance, deductibles or self-insured retentions is subject to the sole discretion of the District.

- The Contractor Responsible for Deductible or Retentions. The contractor shall pay on behalf of the District or the District's member, officer, official or employee any self-insurance, deductible or self-insured retention applicable to a claim.
against the District or the District’s member, officer, official or employee.

- **Circumstances the District May Consider.** Although the extent to which, if any, the District agrees to allow self-insurance, deductibles or self-insured retentions is subject to the District’s sole discretion, the following are among the factors and circumstances that the District may consider in making its determination:

  (a) whether the contractor is qualified under any applicable Florida or federal laws, rules, or regulations to assume a deductible or self-insured retention for, or otherwise self-insure, the coverage in the manner proposed;

  (b) the financial ability of the contractor to pay or otherwise provide all of the coverage and services the contractor proposes to assume which would otherwise be a part of the insurance coverage required by this RFP;

  (c) the extent, quality, and attachment point(s) of any excess insurance to be maintained by the contractor;

  (d) the extent and manner in which the contractor would provide the District with collateral to guarantee the payment of the coverage and services to be assumed by the contractor; and

  (e) the manner in which the contractor proposes to actually provide the services which are typically provided by the insurer in an insured program.

- **Approval Subject to Cancellation and Modification.** Agreement by the District to allow the use of any such self-insurance, deductible or self-insured retention shall be subject to periodic review by the District. If, at any time, the District deems that the continued use of the self-insurance, deductible or self-insured retention by the contractor should not be permitted, the District may, upon 60 days' written notice to the contractor, require the contractor to eliminate, replace, or modify the self-insurance, deductible or self-insured retention, at no additional cost to the District, in a manner satisfactory to the District.
J. **No Waiver by District Approval/Disapproval.** Neither approval by the District nor failure to disapprove the insurance furnished by the consultant shall relieve the consultant of the consultant’s full responsibility to provide the insurance as required by this Agreement.

K. **The Contractor’s Insurance as Additional Remedy.** Compliance with the insurance requirements of this RFP shall not limit the liability of the contractor, or its subcontractors or sub-subcontractors, employees or agents to the District or others. Any remedy provided to the District or the District’s members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the contract or otherwise.

19.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:**

19.1 The Contractor shall, in addition to any other obligation to indemnify the Duval County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

19.2 The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers’ compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

19.3 Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Contractor.

19.4 The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided...
by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of the Contract.

20.0 PUBLIC RECORDS LAW:

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

Pursuant to Florida Statutes Chapter 119, paragraph (m), proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Proposers in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes.

21.0 PERMITS AND LICENSES:

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

22.0 PUBLIC ENTITY CRIMES:

22.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.2 The Proposer certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will execute
and deliver to the District the appropriate federal debarment certification form within three (3) business days of the award of the Contract.

23.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

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

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

24.0 AGREEMENT:

A Contract will be released, after award, for any work to be performed as a result of this RFP. This document, the proposal, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between Contractor and the District.

25.0 DISPUTE:

Any Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Assistant Superintendent, Support Operations (formerly known as Associate Superintendent of Business Services), or designee (hereinafter "Hearing Officer"), but no later than two (2) working days after RFP opening or after recommendation of award, if not to the apparent low Proposers, which will initiate the 48-hour notice requirement.

The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. (EDT) on the fourth (4th) calendar day immediately following the RFP opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. (EDT) on the next District work day. Protests shall be presented with specificity, and every issue shall be fully documented. The legal basis for any relief sought must be clearly identified and explained in the written notice of
The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

All Proposers shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

The Hearing Officer shall issue his/her decision on or before five (5) working days of the completion of the protest hearing.

The Hearing Officer's decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final. The District does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any Proposers utilizing delivery by fax shall assume the risk associated with incomplete delivery or non-receipt.

Notwithstanding anything to the contrary, any specification objection shall be generally treated as set forth in this paragraph, except that the operative date for the notice requirement shall be the date the specifications were obtained by the Proposer.

26.0 DISCLAIMER:

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

27.0 Office of Economic Opportunity (OEO) Participation

- The Duval County Public Schools encourages a maximum participation of Minority/Women Business Enterprises (M/WBEs) and Small Business Enterprises (SBEs) in its contract awards, based on availability. The Board ensures that the Duval County School Board and private companies doing business with the DISTRICT do not discriminate in the awarding of DISTRICT contracts for construction, procurement of
goods and services and professional services on the basis of race, color, sex or national origin.

- RESPONDENTS shall take all necessary and reasonable steps to ensure that certified M/BEs and SBEs have an equitable opportunity to compete and perform on this contract in accordance with the established goals of 5% M/WBE and 5% SBE. Please be advised that the awarded CONTRACTOR shall be responsible for submitting a monthly Office of Economic Opportunity Utilization report (form 5).

- All RESPONDENTS should complete and return, as a part of this item, the attached Office of Economic Opportunity Policy and Proposed Schedule of Participation Form (Attachment F).

- The OEO directory can be accessed at www.duvalschools.org/oeo —OEO Directories.
# CUSTODIAL SERVICES MANAGEMENT RFP
## EVALUATION WORKSHEET

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<th>Evaluation Criteria</th>
<th>Reference to Proposal Evaluation Criteria</th>
<th>Comments</th>
<th>Total Points</th>
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<td><strong>B. Experience and References:</strong></td>
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<td>o Demonstrated experience and qualifications</td>
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<td>o The quality of work as evidenced by references to similar sized educational/institutional contracts</td>
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<td>o Any legal violations or investigations</td>
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(Total points 10)

**General Guidelines**

10 = Far Exceeds
7 = Exceeds
4 = Meets
1 = Unacceptable
0 = Not Provided

| **C. Financial Ability:** | | | |
| o Audited financial statements provided | | | |
| o Proof of insurance if the proper type and level of coverage (or letter of intent) provided | | | |
| o Results of review of audited statements | | | |

(Total points 5)

**General Guidelines**

5 = Far Exceeds
4 = Exceeds
2.5 = Meets
1 = Unacceptable
0 = Not Provided

| **D. Proposed Organizational Chart and Metrics Example** | | | |
| o Key personnel identified | | | |
| o Detailed resumes’ provided | | | |
| o Background and experience of personnel consistent with the needs of the District | | | |
| o Specific responsible individual identified | | | |
| o Support from regional and corporate levels | | | |
| o Organizational chart provided | | | |
| o Metrics package that monitors, tracks, updates, and shares regularly all aspects of quality control being maintained | | | |

(Total points 15)

**General Guidelines**

15 = Far Exceeds
12 = Exceeds
7.5 = Meets
3 = Unacceptable
0 = Not Provided
### Evaluation Criteria

<table>
<thead>
<tr>
<th>E. Proposed Work Plans</th>
<th>Reference to Proposal Evaluation Criteria</th>
<th>Comments</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Proposed minimum staffing plan</td>
<td>(Total points 40)</td>
<td>General Guidelines</td>
<td></td>
</tr>
<tr>
<td>o District-Wide Macro Start-Up Plan</td>
<td></td>
<td>40 = Far Exceeds</td>
<td></td>
</tr>
<tr>
<td>o Facility-Specific Start-Up Plan</td>
<td></td>
<td>30 = Exceeds</td>
<td></td>
</tr>
<tr>
<td>o Quality Sustainment Operations Plan</td>
<td></td>
<td>20 = Meets</td>
<td></td>
</tr>
<tr>
<td>o Uniform Plan</td>
<td></td>
<td>10 = Unacceptable</td>
<td></td>
</tr>
<tr>
<td>o Sidewalk cleaning plan</td>
<td></td>
<td>0 = Not Provided</td>
<td></td>
</tr>
<tr>
<td>o Any additional programs, policies or operating procedures</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| F. Office of Economic Opportunity (OEO) Proposed Schedule of Participation | | (Total points 5) |  |
| | Determined By Formula | |  |

| G. Program Cost | (Total points 25) | Determined By Formula |  |
| | | |  |

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Committee Member Printed Name and Signature

Date

RFP No. 01-16/TW, Custodial Services Management

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EXHIBIT 1.
EXHIBIT 2

COMPOSITE FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (defined as any individual or company who agrees to provide materials or services at a specified price) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (DCPS) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by DCPS, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor’s books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DCPS to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to DCPS a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to DCPS a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to DCPS a federal drug free workplace certification form.

8. The Contractor agrees the DCPS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the DCPS may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: ____________________________________________________________

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____________________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____________________________

TITLE: ___________________________
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

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’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) 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 (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_________________________________________
CONTRACTOR’S SIGNATURE/DATE

_________________________________________
NAME/TITLE

Name of Company: _________________________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

CONTRACTOR’S SIGNATURE

NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: _________________________________
INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.
NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the ___________ of ___________, a ___________, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm’s offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) _______________, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

I attest that _________________, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

________________________________________________________________________

(Signature) (Date)