



**Request for Proposals
#23-01
Custodial and Grounds Services**

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SECTION ONE INTRODUCTION

A. Intent and Purpose

The District Board of Trustees of Lake-Sumter State College, Florida, hereinafter referred to as 'College', requests competitive proposals from licensed and qualified companies that can provide both custodial and grounds service to the College. The College seeks to enter into one (1) agreement with one (1) vendor to provide both custodial and grounds service for the College. Custodial and grounds service will be performed at the four (4) campus locations identified as the Leesburg Campus, South Lake (Clermont) Campus, Sumter Center, and Four Corners Center.

The College reserves the right to award to more than one (1) vendor. The College reserves the right to award custodial service to one (1) vendor or multiple vendors and the College reserves the right to award grounds service to one (1) vendor or multiple vendors. The College reserves the right to enter into more than one (1) agreement with more than one (1) vendor to provide both custodial and grounds service for the College. The College reserves the right to add, delete or modify services during the agreement period under the same terms and conditions of the resulting agreement(s). In addition, nothing herein shall obligate Lake-Sumter State College to select any particular number of custodial and/or grounds service companies.

It is anticipated the professional services will be provided beginning on or about September 1, 2023. The term of the contract shall be for a period of three (3) years with two (2) 1-year renewal options available.

Interested proposers are advised to thoroughly familiarize themselves with all details contained herein. Interested proposers must be licensed in the State of Florida and meet all other requirements in accordance with applicable statutes, regulations and rules. Professional custodial and grounds service companies interested in submitting proposals must demonstrate relevant experience as later described in this Request for Proposal.

The College reserves the right, at its' discretion, to waive any informality in the selection process and to reject any or all Statements of Proposal and/or cancel the Request for Proposal at any time during the solicitation and selection process. The College reserves the right to award a contract to the next qualified proposer if an acceptable contract cannot be negotiated. The College reserves the right to add, delete or modify services during the contract period under the same terms and conditions of the resulting agreement(s). The aforementioned will be determined when, in the College's opinion and discretion, it is in the best interest of the College and/or the most advantageous to the College to do so.

B. Project Description

Project: **Lake-Sumter State College**
Custodial Service
Leesburg Campus, South Lake Campus, Sumter Center, Four Corners Center

Grounds Service
Leesburg Campus, South Lake Campus, Sumter Center

Locations: **Lake-Sumter State College**
Leesburg Campus
9501 US Highway 441
Leesburg, Florida 34788

South Lake (Clermont) Campus
1250 N. Hancock Road
Clermont, Florida 34711

Sumter Center
1423 County Road 526A
Sumterville, Florida 33585

Four Corners Center
16744 Cagan Crossings Blvd
Clermont, Florida 34714

The District Board of Trustees of Lake-Sumter State College, Florida, intends to enter an agreement with one (1) or more vendors to manage the custodial and grounds service for the College as follows: Custodial and grounds service at the Leesburg Campus, South Lake Campus, Sumter Center, and Four Corners Center. The College reserves the right to award to more than one (1) vendor. The College reserves the right to award custodial service to one (1) vendor or multiple vendors and the College reserves the right to award grounds service to one (1) vendor or multiple vendors. The College reserves the right to enter into more than one (1) agreement with more than one (1) vendor to provide both custodial and grounds service for the College. The College reserves the right to add, delete or modify services during the agreement period under the same terms and conditions of the resulting agreement(s). In addition, nothing herein shall obligate Lake-Sumter State College to select any particular number of custodial and/or grounds service companies.

C. Lake-Sumter State College Informational Facts

Lake-Sumter State College was established in 1962 and is a member of the Florida State College System. Lake-Sumter State College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate and baccalaureate degrees. Classes are offered on the Leesburg, South Lake and Sumter, and Four Corners Locations and online. The College is governed by a Board of Trustees appointed by the Governor of Florida. The College currently enrolls approximately 6,000 students. Additional information can be found on the official College website at <http://www.lssc.edu>

A typical schedule for the College has the campuses open for classes from 8:00 AM EST to 9:30 PM EST, Monday through Friday, with reduced schedules and/or special classes and/or college sponsored events on Saturdays and Sundays. There are normally two breaks during the year, one in the spring months and the other during the December holiday season. While the spring break is one week in duration, the December holiday break may be one to two weeks in duration. The College will supply to the vendor, upon request, an annual College calendar.

SECTION TWO

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

A. Definitions

LSSC: The District Board of Trustees of Lake-Sumter State College, Florida; the 'College'

RFP: Request for Proposal; a formal request soliciting proposals

PROPOSER/RESPONDENT: An individual, firm, partnership, corporation, association or other legal entity permitted by law to provide professional custodial and/or grounds service for educational entities and who submits a response to the RFP

RESPONSE/PROPOSAL/SUBMITTAL: Qualifications and other information submitted in response to an RFP

EVALUATION TEAM: Comprised of college staff; established to review and score the submittals in accordance with the criteria and make recommendation for award; a representative from Procurement Services, or a designee, serves as the nonvoting chairperson

CONTRACTOR/VENDOR: A company or person which is awarded the RFP/agreement

B. Point of Contact

The College's point of contact for all matters relating to this RFP is Tammy Spencer, Interim Director of Purchasing & Auxiliary Services. If there are any questions concerning the RFP, direct in writing, to Tammy Spencer VIA email SpencerT@lssc.edu. **Neither questions nor answers will be provided via phone or in person.** The last day to submit questions will be the end of business (4:30 p.m. EST) on Friday, May 12, 2023. Questions received after Friday, May 12, 2023 will not be answered.

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the College posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or agent of the College concerning any aspect of this solicitation, except in writing to the Director of Purchasing & Auxiliary Services or as provided in the solicitation documents. Violations of this provision may be grounds for rejecting a response.

C. Interpretation of Documents/Written Addendums

No interpretation of the meaning of the RFP document or correction of any apparent ambiguity, inconsistency or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to the College's Purchasing Director. Interpretation of the wording of this document shall be the sole responsibility of the College and that interpretation shall be final.

A written addendum may be issued by the Purchasing Office prior to the RFP submittal date, supplementing, modifying or interpreting any portion of this RFP and same will be posted on the College's website:

<https://www.lssc.edu/dept/purchasing/> No verbal or written information from other sources are authorized as representing the College.

In case the College finds it expedient to supplement, modify or interpret any portion of the RFP document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFP and posted at the following website: <https://www.lssc.edu/dept/purchasing/>

It is the sole responsibility of all prospective respondents to visit the website, prior to submitting their response, <https://www.lssc.edu/dept/purchasing/> to view the solicitation and download any or all issued addenda.

D. Delays

The College, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the College to do so. The College will post delays or changes and information or addendums on the College's website <https://www.lssc.edu/dept/purchasing/>; it is the sole responsibility of interested proposers to consistently monitor this site for changes. Failure to note changes posted on the website will be the fault of the potential proposer and not the responsibility of the College.

E. Proposal Withdrawn

Respondents may withdraw their proposals by notifying the college's, the Purchasing Department, in writing at any time prior to the time set for the submittal deadline. Respondents may withdraw their proposals in person or through an authorized representative. Once opened, proposals become the property of THE COLLEGE and will not be returned to the respondents.

F. Additional Information

No additional information may be submitted, or follow-up performed, by any proposer after the stated due date, outside of a formal presentation to the evaluation team, unless specifically requested by THE COLLEGE.

G. Award/Contract

The College intends to select the most responsible and responsive proposer(s) that can demonstrate in their written response and in their oral presentation quantitative and qualitative information based on the criteria contained herein. The proposer understands that this RFP does not constitute an agreement or contract with the proposer. An official contract or agreement is not binding until all related documents are reviewed and accepted by appointed staff, approved by the appropriate level of authority within THE COLLEGE and executed by the parties.

The written responses are considered Phase I of the screening selection process with oral presentations considered Phase II of the screening selection process. Phase I and Phase II are evaluated separately and, at no point, are combined to represent an overall score. The College reserves the right to select a proposal(s) which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award(s) by the District Board of Trustees, an agreement will be executed between the College and selected vendor(s). Should the College be unable to enter into a satisfactory agreement with the selected vendor(s), negotiations must be formally terminated and the College can undertake negotiations with the next ranked proposer(s), and so on, until a satisfactory agreement(s) is executed that is fair, competitive and reasonable or until the College otherwise terminates the selection process.

All provisions of this RFP and the successful respondent's submittal provide the specifications for, and obligation of, both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement in hierarchal order:

- Resulting Agreement for Custodial and Grounds Service
- Lake-Sumter State College RFP #23-01

- All addenda issued pursuant to the RFP #23-01 (if applicable) and
- To the extent consistent with RFP #23-01, the Proposer's formal response to the RFP #23-01

H. Termination

If the awarded contract is terminated or cancelled within the first year of the contract period, The College may elect to award the contract to the next ranked proposer, issue a new RFP, or to cancel the project, whichever is determined to be in the best interest of the college.

The College may, by written notice to the vendor, terminate the agreement for default in whole or in part if the vendor fails to:

1. Provide products or services that comply with the specifications herein or final negotiated specifications or fails to meet the College's performance standards
2. Deliver the supplies or to perform the services within the time specified in the agreement or any extension of same
3. Make progress so as to endanger performance of the agreement or
4. Perform any of the other provisions of the agreement

Prior to termination for default, the College will provide written notice to the vendor affording the vendor the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to cure the deficiency shall result in termination action. The vendor and its sureties (if any) shall be liable for any damage to the College resulting from the vendor's default of the agreement. This liability includes any increased costs incurred by the College in completing contract performance.

In the event of termination by the College for any cause, the vendor will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the College, the vendor shall:

1. Stop orders/work on the date and to the extent specified
2. Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work and other materials related to the terminated work as directed by the College and continue and complete all parts of that work that have not been terminated

If the vendor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the vendor, the contract shall not be terminated for default. Examples of such causes include acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather.

The contract may be terminated by the college for convenience upon one hundred and twenty (120) days of written notice to the other party.

I. Proposal Preparation Costs

Neither THE COLLEGE nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their submittals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

J. Accuracy of Proposal Information

Any proposer which submits in its proposal to the college any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

K. News Releases

The proposer shall obtain the prior approval of the college for any news releases or other publicity pertaining to this RFP or other service, study or project to which it relates.

L. Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000.00) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP response forms, proposer attests that they have not been placed on the "Convicted Vendor List". Any person submitting proposals in response to this Request for Proposal must execute and submit Form Public Entity Crimes, SWORN STATEMENT UNDER SECTION 287.133(3) (A), Florida Statutes.

M. Public Records

Upon award recommendation or until thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorneys' fees, associated with defending such asserted exemptions from disclosure.

The vendor agrees to comply with Florida Public Record Law and specifically to comply with the requirements of Section 119.0701(2), Florida Statutes. The resulting agreement may be unilaterally terminated by the College in the event the vendor fails to permit public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by vendor in conjunction with the resulting agreement after being given 10 days written notice of noncompliance.

The resulting contract shall contain the following language:

- 1) Vendor, while acting on behalf of the College, shall keep and maintain public records required by the College to perform the service
- 2) Upon request from the College's custodian of public records, vendor shall provide the College with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in under Chapter 119, Florida Statutes or as otherwise provided by law
- 3) In the event of a public records request pertaining to records in vendor's possession or control:
 - a) The vendor shall promptly provide the College copies of all records created or maintained in the course of performance under this contract or all such records to be inspected and copied within a reasonable amount of time
 - b) If the vendor fails to supply such records or make the records available within a reasonable amount of time then the College may apply to a state court of competent jurisdiction for an order

compelling the production of such records. In the event the College seeks mandatory injunctive relief, vendor waives the requirement that the College must first prove: (a) its lack of an adequate remedy at law (b) the irreparable harm absent entry of the injunction, or (c) that injunctive relief will serve the public interest

- 4) Upon the completion of the contract, the vendor shall:
 - a) Transfer, at no cost, to the College all public records in possession of the vendor and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements or
 - b) Keep and maintain public records required by the College to perform the service and shall meet all applicable requirements for retaining public records
- 5) All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College

N. Acceptance/Rejection

The college reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The college reserves the right to make the award to that proposer(s) who, in the opinion of the college, will be in the best interest of and/or the most advantageous to the college. The college reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the college's opinion, is not in a position to perform properly under this award. The college reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

O. Conflict of Interest

All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of Lake-Sumter State College. Further, all respondents must disclose the name of any college employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches. Should the awarded proposer permanently or temporarily hire any college employee who is, or has been, directly involved with the proposer prior to or during performance of the resulting agreement, the agreement shall be subject to immediate termination by the College.

P. Relationship of Parties

The vendor is an independent contractor and will furnish services upon its own credit rather than as an employee, agent or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the vendor; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from college to vendor or the employees, agents or public servants of the vendor. Vendor will be solely and entirely responsible for vendor's acts and for the acts of vendor's agents, employees and public servants during the performance of the agreement.

Q. Personnel

Vendor, for the life of contract and any subsequent renewals, shall comply with any Lake-Sumter State College operating procedure requiring college operators, vendors, contractors and associates on any Florida Lake-Sumter State College campus to submit to a fingerprint-based state and federal criminal history check as set forth under Florida Statute 1012.467 or any other fingerprint identification check as deemed necessary and

requested by Florida Lake-Sumter State College. Vendor shall, when so requested by Lake-Sumter State College, pursuant to a Florida Statute 1012.467 request, comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any vendor employees or agents working under this contract. Fingerprints shall be taken by an authorized law enforcement agency or other entity as permitted under Florida Statute 1012.467. To the extent Lake-Sumter State College requests fingerprint identification for a background or criminal check for purposes other than compliance with Florida Statute 1012.467, vendor shall comply with such other request by submitting the requested documentation to the Department of Public Safety within twenty-four hours of this request. Failure to comply with either a fingerprint-based state and federal criminal history request based on Florida Statute 1012.467 or other fingerprint-based background or criminal history request within twenty-four hours may result in actions being taken against vendor such as requiring that the noncompliant employee not work on the campus, up to and including, the cancellation of contract for non-compliance. Vendor shall be responsible for all costs associated with either a request for a fingerprint-based state and federal criminal history checks under Florida Statute 1012.467 or other request for fingerprint-based background or criminal check. Vendor employees performing services in or in the immediate vicinity of The College Collegiate High Schools located on any campus shall be background checked in accordance with Florida Statute 1012.467.

R. Familiarity with Laws

All proposers are required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), OSHA regulations, and all Civil Rights legislation.

S. Equal Opportunity Statement

Lake-Sumter State College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran's status. The College is an equal access/equal opportunity institution. The vendor shall have similar policies for employees assigned to the College.

T. Drug/Alcohol Free Workplace

Florida Lake-Sumter State College believes in a drug free workplace and is committed through in-house policies to this objective. The vendor shall have similar policies for employees assigned to the College. The proposer shall complete and submit the "Drug Free Workplace Form".

U. Tobacco Free Organization

Lake-Sumter State College is dedicated to providing a safe and healthy environment for students, faculty, staff and visitors to the College, which includes eliminating tobacco use as part of the commitment to promoting healthy practices and choices for individuals. Tobacco use is prohibited on all property and in all facilities owned, leased or operated by Florida Lake-Sumter State College, including all vehicles owned or rented by the College. There are no designated smoking areas on such College property. Tobacco use includes all types of tobacco and tobacco-like products including smoke-less tobacco and any other smoking or smoking simulation products including electronic cigarettes.

V. E-Verify

Vendor, for the life of contract and any subsequent renewals, shall cooperate and comply with all legal requirements requiring college operators, vendors, contractors and associates on any Florida Lake-Sumter State College campus to submit to a verification of employment eligibility through the U.S. Department of Homeland Security's E-Verify system as set forth under the State of Florida, Office of the Governor, Executive Order

Number 11-116, Verification of Employment Status. The verification of employment eligibility will include all persons employed during the agreement term by the vendor to perform duties within Florida and all persons (including subcontractors) assigned by the vendor to perform work pursuant to the agreement with the college. Upon request by the college, evidence of compliance shall be provided to the college.

W. Taxes/Licenses/Permits

Vendor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the resulting agreement. In addition, the vendor shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.

X. Patents and Copyrights

Vendor agrees to indemnify and save harmless the College, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

Y. College Liability

Lake-Sumter State College will be liable only for property damage and/or bodily injury pursuant to resulting agreement and which occur as a direct result of negligence of the College, its agents or employees. The college is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with Florida Statute 768.28.

Z. Vendor Liability

The Vendor shall purchase and maintain, during the term of agreement, insurance policies described herein issued by companies licensed in Florida possessing a minimum A.M. Best Company rating of no less than A-VI. Certificates of Insurance (Form ACORD 25; 2010/05) and Occupational/Professional Licenses carried by the vendor shall be furnished to the College prior to commencement of work and annually thereafter as applicable. The vendor must be licensed or approved to do business within the State of Florida.

With the exception of Professional Liability and Workers' Compensation, all policies must name the District Board of Trustees of Lake-Sumter State College, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 2010, 2004 Edition or equivalent).

The Certificate Holder and Additional Insured shall be known and identified on the ACORD Certificates as follows:

Lake-Sumter State College
The District Board of Trustees
ATTN: Purchasing Department
9501 US Highway 441
Leesburg, Florida 34788

Should any of the policies required herein be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of the Certificate Holder to demand a certificate or other evidence of full compliance with insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured's obligation to maintain such insurance.

Failure to maintain the required insurance may result in termination of the agreement at the Certificate Holder's option.

By requiring this insurance, the College does not represent that coverage and limits will necessarily be adequate to protect the Insured and such coverage and limits shall not be deemed as a limitation of Insured's liability under the terms of the agreement. Vendor shall insure that all subcontractors comply with the same insurance requirements that the vendor is required to meet.

Minimum Insurance Coverage and Requirements:

Prior to the commencement of work, the vendor must obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the Project. By requiring such minimum insurance, Lake-Sumter State College shall not be deemed or construed to have assessed the risk that may be applicable to the vendor. The vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The vendor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability.

i. Coverage:

1. Commercial General Liability – ISO CG 001 Form or equivalent. Coverage to include:
 - Premises and Operations
 - Personal/Advertising Injury
 - Products/Completed Operations
 - Broad Form Property Damage
 - Independent Contractors
2. Automobile Liability including all:
 - Any Auto (owned, non-owned, hired)
 - Personal Injury Protection (when applicable)
3. Workers' Compensation
 - Statutory Limits as per Florida Statute 440 including Employer's Liability
4. Excess/Umbrella Liability (as needed)
 - Excess of Commercial General Liability, Automobile Liability and Employer's Liability;
 - Coverage should be as broad as primary
5. Professional Liability – the policy/coverage shall be amended to include the following:
 - a) Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written agreement provided such liability is caused by your wrongful acts
 - b) Claims alleging improper supervision of sub-consultants
 - c) Representative Insured Wording amended to include past principals/employees
 - d) Cancellation Clause shall provide written notice prior to cancellation to College
 - e) Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy; the declaration

page shall show the other policy is intended to function as excess, and shall be shown on the declarations page of this policy

- f) Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the Insured, shall not in itself constitute knowledge by the Insured, unless an officer, owner, partner, or principal of the Insured shall have received such notice

ii. Limits:

1. Required Limits:

The following minimum limits of liability are required; however, the limits are subject to change based on the type and extent of project. The vendor is required to purchase and maintain Professional Liability.

Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Property Damage	\$100,000
Medical Payments (Any One Person)	\$5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employer's Liability)	\$1,000,000
Umbrella Liability	
Each Occurrence Limit (\$1-\$5M)	\$1,000,000
Professional Liability	
Each Claim (\$1-\$3M)	\$1,000,000
Annual Policy Aggregate (\$2-\$5M)	\$2,000,000

2. Additional Requirements:

- a) Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, Lake-Sumter State College
- b) Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from Lake-Sumter State College
- c) Include a Separation of Insured Clause (Cross Liability) for all liability policies
- d) The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration
- e) Provide uninterrupted Professional Liability for three (3) years after contract end date

AA. Audit

All of the vendor's correspondence, records, vouchers and books of account, insofar as work done or money expended under the contract is concerned, will be subject to inspection by the College internal auditing and/or

legislative auditors. The audit inspection may occur at any time during the term of the contract and for a period of two (2) years after the completion of the contract.

BB. Protest

Any Notice of Protest involving the specifications/terms/conditions or any other aspect of the Request for Proposal must be filed in writing within seventy-two (72) hours after the posting of the solicitation. Formal written protest must be filed within ten (10) days after the date of the Notice of Protest is filed; noting references to the specific statutes the protest is based upon. Failure to file a Notice of Protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

Following Phase One and Phase Two of the Screening Selection Process and prior to the intended award being presented to the Lake-Sumter State College District Board of Trustees, it is the sole responsibility of all prospective proposers to visit the website <https://www.lssc.edu/dept/purchasing/> to view the intended award public posting on the date specified in Section Four, Letter B of this solicitation. Failure to file a written protest to the Director of Purchasing and Auxiliary Services within the time prescribed (72 hours) in section 120.57(3) (b), Florida Statutes, shall constitute a waiver of protest proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the approved recommendation for award.

CC. Disputes

In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder, the decision of the College shall be final and binding on both parties.

DD. Miscellaneous

The vendor shall not use the name of the College, or any of the College's symbols or marks, in any way unless approved in writing by the College. The vendor shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of the College. The agreement shall be governed by the laws of the State of Florida.

The College has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Florida Statutes Section 1010.04.

EE. Indemnification

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

FF. Oral Presentation

After submittals have been opened, a limited number of respondents submitting proposals in response to the RFP may be required, at the request of the College, to make an oral presentation/interview and/or provide written clarifications. Such presentations and/or clarifications will provide an opportunity for the respondent to clarify the proposal. Respondents will not be allowed to change their proposal. The Purchasing Office will initiate and schedule a time and location for any presentations which may be required.

GG. Errors and Omissions

The proposer is expected to comply with the true intent of this RFP, taken as a whole, and shall not avail itself of any errors or omissions to the detriment of the service. If proposer suspects any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify the College, in writing, and the College shall issue and post a written addendum. The proposer is responsible for the contents of its qualification and for satisfying the requirements set forth in the RFP.

HH. Firm's Responsibility

It is understood, and the proposer hereby agrees, that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFP.

II. Qualification Rejection

The College shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFP or a qualification in any way incomplete or irregular. Conditional qualifications will not be accepted.

JJ. Performance Inquiry

As part of the evaluation, the College may make inquiries to determine the ability of the proposer to perform the work. The College reserves the right to reject any proposal if the proposer fails to satisfy the College with proper qualifications to carry out the obligations of a resulting agreement.

KK. Severability

If any provisions of the agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of the resulting agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

LL. Prohibition Against Assignment

Neither the College nor the vendor shall assign, sublet, convey or transfer its interest in a resulting contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the College which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the vendor.

MM. Cooperative Purchasing Agreement

As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c) and with the consent and agreement of the successful respondent(s)/bidder(s), purchases may be made under this RFP/Bid Solicitation by other State of Florida community/state colleges, state universities, district school boards, political subdivisions and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal/bid solicitation document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the RFP/Bid solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful respondent(s)/bidder(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No other state agency receives any liability by virtue of this RFP/Bid and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

NN. Availability of Funds

The obligations of Lake-Sumter State College under this award are subject to the availability of the funds lawfully appropriated for its purpose by the State of Florida and the District Board of Trustees, Lake-Sumter State College, Florida.

SECTION THREE
SPECIFICATIONS

A. Purpose

The purpose of this RFP is to obtain the services of one (1) qualified, licensed and professional vendor to enter into one (1) agreement to provide custodial and grounds service for the College. Custodial and grounds services will be performed at the four (4) campus locations identified as the Leesburg Campus, South Lake Campus, Sumter Center and our newly opened location in Four Corners at Cagan Crossings Town Center.

The College reserves the right to award to more than one (1) vendor. The College reserves the right to award custodial service to one (1) vendor or multiple vendors and the College reserves the right to award grounds service to one (1) vendor or multiple vendors. The College reserves the right to enter into more than one (1) agreement with more than one (1) vendor to provide both custodial and grounds service for the College. The College reserves the right to add, delete or modify services during the agreement period under the same terms and conditions of the resulting agreement(s). In addition, nothing herein shall obligate Lake-Sumter State College to select any particular number of custodial and/or grounds service companies.

Locations:	Lake-Sumter State College Leesburg Campus 9501 US Highway 441 Leesburg, Florida 34788	Leesburg Campus Total Serviceable Acres = 70 Acres Leesburg Campus Total Number of Buildings = 14
	Lake-Sumter State College South Lake (Clermont) Campus 1250 N. Hancock Road Clermont, Florida 34711	South Lake Campus Total Serviceable Acres = 30 Acres Clermont Campus Total Number of Buildings = 5
	Lake-Sumter State College Sumter Campus 1423 County Road 526A Sumterville, Florida 33585	Sumter Campus Total Serviceable Acres = 20 Acres Sumter Campus Total Number of Buildings = 6
	Lake-Sumter State College Four Corners 16744 Cagan Crossing Blvd Clermont, Florida 34714	Four Corners Campus Serviceable Total Acres = 0 Acres Four Corners Campus Total Number of Buildings = 1

Campus/Center maps can be viewed at the following website: <http://lssc.edu/maps/Pages/default.aspx>

The College Wide Facilities Department is responsible for performance monitoring of the vendor's services at all respective locations.

Each proposer shall take a self-directed tour of all campus locations to be considered in RFP #23-01 prior to the RFP submittal date. By submitting a response, the proposer acknowledges familiarity with the sites, the size and complexity of the project and the scope of work. Acreage and building square footage amounts shown herein are approximate numbers.

PLEASE NOTE:

- Prior to arriving at any college campus/center to conduct a self-directed tour, contact Thom Kieft, Vice-President, Facilities Planning and Operations, to obtain instructions.
 - ONLY CONTACT Thom Kieft for instructions and/or to set up an appointment VIA EMAIL at KieftT@lssc.edu
- The successful proposer shall perform its services in accordance with the highest standards and practices and operate within the guidelines of the following, but not limited to, State Requirements for Educational Facilities 2014 (SREF), State of Florida Statutes and OSHA regulations.

B. Background

The current contract for the College's custodial and grounds services commenced 7/1/18 with SSC Services, Inc. and is scheduled to end on 8/31/23. The contract expenditure for the period 7/1/22-6/30/23 will be approximately, excluding special projects:

Custodial All Three Campuses: \$582,105.96

Grounds All Three Campuses: \$486,098.04

C. Scope of Work

The vendor shall furnish all necessary resources as required to perform comprehensive custodial and grounds service for the College at the three (3) campuses (Leesburg, South Lake and Sumter). All supplies, chemicals and equipment under the resulting agreement(s) must be approved for use by the College.

Custodial service will include, but not be limited to, routine and special project cleaning of building interiors and exteriors (including adjacent walkways, stairways and common areas), daily sanitation of all bathrooms and locker rooms (per SREF/State Requirements for Educational Facilities), replacement of all interior light bulbs and such other duties as may be assigned within the scope of routine daily custodial work schedules.

Grounds service to be offered include, but are not limited to, daily trash pickup of parking areas, walkways, and all other campus grounds; mowing, weed trimming, edging, trimming of trees, shrubs, flowers and other plants; annual mulching of all areas designated by the college; and fertilization, weed control and appropriate application of herbicides and insecticides.

Vendor(s) shall be responsible for instructing their employees in all safety measures. All equipment used by the vendor(s) shall be free from defects or wear that may in any way constitute a hazard to any person or persons in or on College serviced facilities/grounds. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning's intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules a) All OSHA and federally required safety equipment shall be installed and functioning on all equipment; b) All equipment shall be in sound working condition and must meet all OSHA safety standards. All workers shall be aware of and trained in the operation of all safety equipment required for services to be provided; c) Vendor(s) shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.; d) All

incidents on college serviced facilities/grounds involving property or individuals shall be reported to the Vice-President, Facilities Planning and Operations and Public Safety immediately upon occurrence.

See the following sections for details:

- **C-1 Custodial** **Leesburg, South Lake, Sumter and Four Corners Locations**
- **C-2 Grounds** **Leesburg, South Lake and Sumter Locations**

C-1 CUSTODIAL: Leesburg, South Lake, Sumter and Four Corners Locations

1) Classrooms

Dust all horizontal surfaces:	Daily
Wash whiteboards/chalkboards and clean erasers:	Daily
Empty pencil sharpeners:	Daily
Clean desks and desk tablets:	Daily
Empty all trash containers:	Daily
Straighten desks and furniture:	Daily
Clean and sanitize telephones:	Daily
Spot clean walls/switch plates/doors:	Daily
Vacuum walk off mats:	Daily
Clean/sanitize water fountains:	Daily
Replace building interior light bulbs:	Daily
Dry mop/spot mop all hard surface floors:	Daily
Vacuum/spot clean all carpeted floors:	Daily
Clean entrance glass:	Daily
Clean windows/frames/ledges:	Weekly
Wet mop hard surface floors entirely:	Weekly
Dust wall/ceiling air vents/ventilator covers:	Weekly

2) Offices

Dust all horizontal surfaces:	3 times per week
Clean desks and desk tablets:	3 times per week
Empty all trash containers:	Daily
Straighten desks and furniture:	3 times per week
Clean and sanitize telephones:	3 times per week
Spot clean walls/switch plates/doors:	3 times per week
Replace building interior light bulbs:	As needed
Dry mop/spot mop all hard surface floors:	3 times per week
Vacuum/spot clean all carpeted floors:	3 times per week
Clean windows/frames/ledges:	Weekly
Wet mop hard surface floors entirely:	Weekly

3) Common Areas

Vacuum walk off mats:	Weekly
Clean/sanitize water fountains:	Daily
Clean entrance glass:	Daily

4) Building Exterior Areas

Empty outside trash receptacles:	Daily
Sweep common areas/clean tables:	Daily
Sweep stairwells/landings/walks around buildings:	As needed
Clean/sanitize water fountains:	Daily
Clean entrance glass:	Daily
Clean all handrails:	Weekly
Pressure wash stairways, landings, common areas and tables:	As needed
Clean/dust ledges, recesses, lights, etc.:	Weekly
Remove graffiti from buildings/walkways:	As needed

5) Restrooms/Locker Rooms

Empty waste and sanitary receptacles:	Daily
Fill all dispensers:	Daily
Sweep/mop tile floors with germicidal:	Daily/As needed
Dust all horizontal surfaces/lockers:	Daily
Clean all dispensers:	Daily
Sanitize waste/sanitary receptacles:	Daily
Replace poly liners:	Daily
Clean all mirrors and glass:	Daily
Clean and sanitize all fixtures:	Daily/As needed
Sanitize doorknobs:	Daily/As needed
Clean and sanitize walls/partitions:	Daily/As needed
Scrub/clean shower walls with germicidal:	Daily/As needed
Flush with water and sanitize all floor drains:	Daily/As needed
Mop locker room/shower floors with germicidal:	Daily/As needed
Wash face of lockers:	Weekly

6) Miscellaneous

Set up tables/chairs for activities/events:	Per event schedule
Extract carpeting in high traffic/high soil areas:	As needed
Check clocks/replace batteries:	2 times per year
Spray buff hard surface floors:	As needed
Strip/seal/refinish hard surface floors:	As needed
Shampoo/extract carpeting:	As needed
Clean upholstered furniture:	As needed
Wash/clean all building interior light fixtures:	As needed
Spot clean carpeting for stain removal:	As needed
Supply all chalk, markers and erasers:	As needed

7) Pressure Cleaning Service

Pressure cleaning service shall consist of two (2) complete cleanings on all three (3) campuses (Leesburg, South Lake and Sumter only) to include the following:

- Sidewalks and walkways
- Stairs and stairwells
- Overhangs, canopies and covered walkways

All work shall be performed on weekends and off class hours to be decided by the College. All work will be scheduled with the College a minimum of ten (10) working days prior to commencement. Notice of work

scheduled shall include where work will be performed and on which days. Scheduled work shall not commence until approved by the College.

8) Safety Requirements

- a) All work procedures and all equipment provided to each employee must meet all OSHA and ANSI standards
- b) All high work above eight foot must include ladder, boom, high lift, staging boatswain chair, etc. and must be attended by a spotter with full attention for safety of workers, pedestrians, the public, students, staff, etc.
- c) All public areas must be clearly marked "DANGER-WORKERS ABOVE" and visible from thirty feet of any possible danger. All people shall be directed around work to a point of safety from ladders, staging, boom lifts, etc.
- d) All rigging points for staging or boatswain's chair must withstand 5,700 pounds of tension strength
- e) All chemical products used on properties must be represented with Material Safety Data Sheets (MSDS). All MSDS must be maintained on-site and copies hand delivered to college personnel quarterly
- f) No walking, standing or working on any ledges, sills, etc.
- g) All ethical work practices must be performed according to standard safety procedures and best methods practicum

9) Materials and Procedures

- a) High pressure washer (maximum 3400 PSI at nozzle)
- b) Household detergent
- c) Use warm water up to one hundred degrees Fahrenheit
- d) Hold the nozzle of the pressure washer at a minimum of one (1) foot from the surface to be cleaned
- e) Move the nozzle in a continuous motion over the surface; do not concentrate the nozzle on one area as this may result in damage
- f) For additional cleaning power, use household detergents
- g) CAUTION: avoid using strong acids or ammonia; NO bleach is to be used

The vendor will be responsible for any foliage, lawn, roof, wall, carpet or other damage. The vendor shall take every precaution to protect College property. The College must be notified in writing regarding any existing damage prior to commencement of pressure and window cleaning.

10) Service Schedule

It is expected that the vendor provides routine custodial service in accordance with the following service schedule. Changes to the following schedule may ONLY be made with the consent of the College.

- a) Render normal, routine cleaning services during unscheduled classroom and building times, between 8:00 am – 9:30 pm on Mondays through Fridays
- b) Provide custodial coverage from 8:00am-9:30pm, Monday through Friday, for routine duties (emergencies, bathrooms, entrances, common areas, activity setups, etc.) and other daily project work
- c) Provide routine custodial coverage following scheduled weekend classes, events and activities in order that such areas are cleaned and ready for use on Monday mornings (i.e. one FTE per campus on Sunday evening/night)
- d) If the vendor cannot perform contractual duties on a daily basis, the College will hire temporary employees to substitute and deduct all associated costs from the resulting agreement plus an additional fifteen percent (15%) administrative fee calculated upon total costs

11) Special Objectives

- a) Maintain an environment that is clean, safe and attractive to students, staff and visitors at all times
- b) Concentrate on detail cleaning, including but not limited to, corners, door thresholds, ledges, spider webs, etc.
- c) Concentrate on areas designated as high usage and high visibility public areas such as student lounges, courtyards, building entrances, offices and administrative areas
- d) Replace in original arrangement all chairs, office furniture, etc. after the completion of all cleaning activities
- e) Remove cleaning and waxing compounds off of walls, carpet areas and baseboards immediately
- f) Impress upon cleaning personnel the importance of taking responsibility for the total appearance of the facilities as they are performing assigned tasks
- g) Actively assist the College to conserve energy by utilizing lighting only in areas where custodial work is being performed

12) Special Projects

In the event that the College requests special project assistance or special services outside the scope of the resulting agreement, the vendor shall provide labor at an hourly rate per person (vendor employee) as vendor will propose. Materials should be charged on a cost plus 10% basis. All such work shall be performed outside of, and exclusive of, the normal scope of scheduled services.

13) Supplies, Chemicals and Equipment

The vendor is expected to provide all supplies, chemicals and equipment to handle the complete service. MSDS are required for all chemicals and cleaning products and shall be supplied to the College both at the time of product introduction and quarterly thereafter. In addition, all MSDS shall be maintained on-site and updated on a quarterly basis. The College shall be notified in writing each quarter ten (10) business days prior to updates and one (1) full copy of the most current MSDS shall be furnished to the College.

The following minimum supplies, chemicals and equipment shall be provided/supplied by the vendor (NOTE: The College reserves the right to approve all supplies, chemicals and equipment used at the College facilities prior to their use):

- | | | |
|--|-------------------|-----------------------|
| Soap for dispensers | Gel hand soap | Liquid hand sanitizer |
| Roll towels | Multi-fold towels | Toilet tissue (2-ply) |
| Deodorant blocks | | |
| All batteries for clocks | | |
| Plastic liners (inside/outside trash receptacles, sanitary napkin receptacles) | | |

Replace all paper product, and soap as needed.

Vendor is required to use commercial/industrial grade chemicals; household chemicals will not be accepted. All equipment shall be commercial grade.

Additionally, duties will include the following as related to events held at the arena:

- Staffing support for Auxiliary Services and college events
- Clean, sanitize and support all areas contained in the sports playing field and seating areas to include support during and after sporting or other small College venues or Auxiliary Service events
- Events will be reviewed by Vendor and the college to determine additional staffing needed per event size; additional staffing will be billed at the Special Projects hourly rate as proposed by vendor.

During scheduled event(s), Vendor will:

- Provide adequate staff in the event of simultaneous events
- Collect trash in the seating, walkways and perimeters during events
- Monitor, clean and mop restrooms
- Wipe and sanitize hand railings
- Replenish soap, hand towels and toilet tissue
- Clean spills in event area and restrooms
- Support College staff to report maintenance issues
- Porterage Duties

After scheduled events, Vendor will:

- Collect trash in the seating, walkways and perimeters after events
- Sweep seating area
- Mop seating area, aisles and walkways
- Wipe and sanitize seating
- Dust mop playing surface
- Vacuum carpeted areas
- Clean/buff playing surface
- Clean flooring/bleacher area after seating breakdown
- Operate scrubber around perimeter of seating bowl

Services to include:

- Table and chair setup and removal as needed
- Set and remove flooring for large events in gymnasium
- Cleaning basketball backboards as needed
- Spot clean office furniture and carpet as needed
- Supply sanitizing product to Gymnasium, fitness area, for daily use as needed

The following duties to be performed by the vendor at the request of the College through a job work order only and to be billed separately

- Stripping, sanding or resurfacing of playing field
- Lighting
- Any areas that are subcontracted, including concessions, kitchen areas, trash receptacles, seating or any trash receptacles, or any trash generated from subcontractors to the facility
- Event staffing by third parties, including Professional Facility Management (PFM) events

NET SQUARE FEET (NSF) OF AREAS REQUIRING CUSTODIAL SERVICE (Estimated)

Leesburg Campus

	Building Designator (Number)	Building Name	Est. Serviceable Area NSF
#1	1	Williams-Johnson Bldg.	8,725
#2	2	Lake Hall	10,654
#3	5	Center for Teaching & Learning	9,916

#4	7	Gym/Magnolia Room Convocation Center	26,012
#5	8	IT office space	950
#6	9	Student Center	8,820
#7	10	Fine Arts Building	26,577
#8	11	Shipping and Receiving	200
#9	15	Student Services Building	31,522
#10	21	Health Sciences Building	27,324
#11	22	Concession Stand/Press Box	1,057
#12	30	Science-Math Building	47,420
#13	29	Building M	18,495
#14	37	Facilities Building	2,400
TOTALS			220,072

NET SQUARE FEET (NSF) OF AREAS REQUIRING CUSTODIAL SERVICE (Estimated)

South Lake (Clermont) Campus

	Building Designator (Number)	Building Name	Est. Serviceable Area NSF
#1	1	Building 1	25,730
#2	2	Building 2	52,579
#3	3	Cooper Memorial Library	46,477
#4	5	Science-Health Partnership Bldg.	43,230
TOTALS			168,016

NET SQUARE FEET (NSF) OF AREAS REQUIRING CUSTODIAL SERVICE (Estimated)

Sumter Center

	Building Designator (Number)	Building Name	Est. Serviceable Area NSF
#1	1	Building 1	5,727
#2	2	Building 2	868
#3	3	Building 3	5,800
#4	4	Library/Reception	15,880
#5	5	Lineworker/Relay Tech Classrooms	6,663
#6	6	N/A	N/A
TOTALS			34,938

- c) Areas not mowed with large mower due to slope, contour, or soil condition shall be mowed with small power mower, not weed eaters
 - d) Weed trimming around trees, shrubs, flower beds, plants, curbs, buildings, lakes, ditches and all other appropriate areas will be accomplished at every mowing
 - e) Edging of the above areas will be accomplished after every second mowing; a weed eater should not be used to edge; however, weed eaters may be used along fences, around sign posts, etc.
 - f) Trimmings will be blown off sidewalks, concrete and paved areas
- 5) Trimming:
- a) All trees, shrubs, flowers and other plants will be trimmed as necessary to maintain proper aesthetics and appearance
 - b) Remove broken, diseased, dead limbs/branches; and/or prevent damage to buildings, power lines, etc.
 - c) Hanging palm branches and other low branches that present a hazard shall be promptly trimmed
 - d) All trimmings will be removed from college sites daily and placed in college supplied dumpsters; as this process is one of an ongoing nature, trimming activities shall be coordinated and accomplished in accordance with the needs of the college
- 6) Flower Beds:
- a) All flower beds in place at the time of the resulting agreement will be maintained to present proper appearance and aesthetics at all times
 - b) Any flower beds planted with annuals shall be changed three (3) times per year
 - c) In the event of improper plant choices or lack of care and attention plant replacement will be required at vendors expense
 - d) Any changes shall be coordinated with, and approved by, the college prior to implementation
- 7) Mulching:
- a) Annual mulching of all campuses shall be performed by the vendor at the request of the college
 - b) Areas to be mulched include: landscaping beds; around trees, bushes and shrubs; and such other areas as designated by the college
 - c) NOTE: While the vendor is expected to spread mulch, the college will purchase all mulch in the desired quantities to be spread
- 8) Fertilization:
- a) Fertilization shall be accomplished in accordance with all federal, state and local regulations and completed with the appropriate chemicals based on the following turf requirements
 - b) Fertilize turf areas three (3) times per year in accordance with to Lake and Sumter County ordinances.
 - c) Apply two (2) pounds per 1000 square feet of nitrogen per application for a total of six (6) pounds nitrogen per 1000 square feet per year
 - d) Fertilization schedules shall apply to ALL turf areas
 - e) Turf fertilizer shall be of premium grade and mixture shall be determined by random soil samples obtained by vendor prior to application
 - f) Fertilize palms, trees and shrubs three (3) times per year in accordance with Lake and Sumter County ordinances.
- 9) Weed Control:
- a) Appropriate weed controls shall be applied in accordance with federal, state and local regulations
 - b) Weed and grass killers shall NOT be used on lake edges as this will cause bank erosion
 - c) Such agents shall ONLY be used around tree bases and on parking lot and sidewalk weeds
 - d) Weeding shall be performed weekly (hand pulled only) in flower beds, shrub beds and tree rings

10) Insecticides and Herbicides:

- a) Appropriate insecticides and herbicides shall be applied in accordance with federal, state and local regulations
- b) Such agents shall be applied to all turf areas, trees, shrubs and plants on an as needed basis, and as part of a preventative maintenance measure
- c) Weekly inspections shall be made of all campus grounds to determine if and where application is necessary
- d) All campus grounds shall be inspected weekly for fungus and shall be immediately and appropriately treated

11) Hazardous or Poisonous Plants:

- a) No hazardous or poisonous plants shall be planted on any campus location
- b) All such plants shall be removed in accordance with federal, state and local regulations

12) Special Objectives:

- a) Full compliance with federal, state and local regulations shall be maintained with respect to mosquito control
- b) Maintain an environment that is clean, safe and attractive to students, staff and visitors at all times
- c) Pedestrians shall have the right of way at all times; special attention should be taken during class changes, breaks and dismissal times; when vehicles must be operated at these times, mowers should stay safely on grass areas, reserving sidewalks for safe and unobstructed use of pedestrians; passing pedestrians can be dangerous and should only be attempted after slowing down and making reasonable effort to assure pedestrians are aware of passing and will not accidentally step in front of equipment; when in doubt, shut down;
- d) Concentrate on detail work, including but not limited to, trimming, weed trimming around lakes, appearance of ornamental shrubbery, etc.
- e) Concentrate on areas designated as high usage and high visibility public areas such as entrances, parking areas, drives and sidewalks
- f) Remove all grass cutting and trimming debris from around buildings and all concrete and asphalt surfaces immediately
- g) Maintain the central grounds keeping storage and work areas at each campus in a manner that is orderly and clean; the College is the determiner of what constitutes orderly and clean
- h) College owned equipment and vendor owned equipment shall be maintained in a safe, operating order and proper safety devices should be maintained in working order at all times; unserviceable item(s) shall be reported to the supervisor, not used and replaced as soon as possible
- i) All vendor trucks/trailers should have appropriate signage affixed at all times denoting the company name
- j) Impress upon grounds personnel the importance of taking responsibility for the total appearance of the College facilities and grounds as they are performing assigned tasks; every effort shall be made to correct hazards encountered
- k) Personal should wear protective clothing while operating equipment

13) Special Projects:

In the event that the College requests special project assistance or special services outside the scope of the resulting agreement, the vendor shall provide labor at an hourly rate per person (vendor employee) as vendor will propose in their proposal. Materials should be charged on a cost plus 10% basis. All such work shall be performed outside of, and exclusive of, the normal scope of scheduled services.

14) Damage to College Plant Life/Irrigation Systems/Property:

- a) The resulting agreement shall place full responsibility for all plant life maintained onto the vendor; therefore, due to the nature of the resulting agreement and the responsibilities of the vendor, any damage to grass, trees, shrubs, flower beds or other plants caused by the vendor's procedures, chemicals, treatments, etc. or lack thereof, will result in replacement of all such damaged material wholly at the vendor's expense
- b) Sprinkler/irrigation system damage caused by the vendor shall be repaired by vendor at no cost to College; replacement parts shall be of same make, part or model number as currently used; at its option, College will have the parts repaired or replaced internally or by another vendor and the selected grounds vendor will be responsible for reimbursing the College for costs to include labor and parts
- c) Parking bumpers will be kept in position and checked on a weekly basis by vendor; if a parking bumper is damaged or broken by any known or unknown source, the vendor is responsible for replacing same bumper with similar bumper provided by the college

D. Contract Period

It is anticipated the professional services will be provided beginning on or about September 1, 2023. The term of the contract shall be for a period of three (3) years with two (2) 1-year renewal options available.

SECTION FOUR **SUBMITTAL INSTRUCTIONS, DATES AND SELECTION PROCESS**

A. Instructions for Submittal of Responses

If there are any questions concerning the RFP, direct in writing, to the Interim Director of Purchasing and Auxiliary Services, Tammy Spencer, of Lake-Sumter State College VIA email SpencerT@lssc.edu. Neither questions nor answers will be provided verbally.

The response shall be submitted in a sealed envelope/box with "RFP #23-01 Custodial and Grounds Service" clearly indicated on the outside of the envelope/box.

Submit to: **Lake-Sumter State College**
ATTN: Tammy Spencer
Purchasing Department
9501 US Highway 441
Leesburg, Florida 34788
Phone: (352) 365-3502

One (1) original and five (5) copies of the response must be furnished on or before the stipulated deadline. **Include one (1) USB flash drive.** It is the responsibility of the proposer to guarantee the electronic copy is 100% identical to the one (1) 'original' submitted proposal. In the event of a discrepancy, the one (1) original proposal will prevail. The electronic copy should be in PDF format. **Response must arrive at the address listed above no later than 2:00 P.M. Eastern Standard Time on Thursday, May 18, 2023 to be considered. Responses received after 2:00 P.M. EST on Thursday, May 18, 2023 will NOT be considered.** In addition, responses received via Facsimile or Email will NOT be considered. If not responding to the RFP, please submit a "No Response" in the form of a letter to the Director of Purchasing and Auxiliary Services.

Proposers that do not comply with the college's procedures or deadlines established will not be considered. All submittal information received will be retained by the college. Proposals received after the stipulated date and time will not be accepted and will be returned unopened to the proposer. Proposals that do not comply with

the instructions set forth, and/or do not include the qualifying information required, may be considered incomplete and may be rejected.

Proposers are cautioned that they are responsible for delivery to the specific location cited in the RFP. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the specific address and office location. This office will not be responsible for deliveries made to any place other than the specified address and office location.

The College shall in no way be responsible for delays caused by any occurrence. The RFP submittal time/date must be, and shall be, scrupulously observed. Proposals received after the specified time and date shall be considered nonresponsive and therefore not eligible for consideration. Proposals will be evaluated by an evaluation team in accordance with procedures of Chapters 287.057 and 287.058, Florida Statutes. The College reserves the right to reject any or all proposals when it feels it is in the best interest of the College. Based on the evaluation of the written responses in Phase I of the screening selection process, Proposers will be ranked and a minimum of three Proposers will be required to discuss their responses and participate in an interview/presentation to the evaluation team during Phase II of the screening selection process.

All information submitted by proposers is subject to the Laws of Perjury as set forth in Chapter 837, Florida Statutes. In the event a proposer is found to have committed perjury, such proposer shall be ineligible for consideration for future projects.

B. Request for Proposal Pertinent Dates

Begin Advertising: Monday, April 24, 2023

PRE-PROPOSAL MEETING: Tuesday May 09, 2023
9:00-11:00 A.M. Eastern Standard Time
Lake-Sumter State College
Student Services Building, Room 210
9501 US Highway 441
Leesburg, FL 34788

Last Day for Questions: Prior to 4:30 P.M. Eastern Standard Time
Friday, May 12, 2023

RFP Submittal: Thursday, May 18 2023
2:00 P.M. Eastern Standard Time
Lake-Sumter State College
ATTN: Tammy Spencer
William-Johnson Building, Room 117
9501 US Highway 441
Leesburg, FL 34788

Phase I
Short List Evaluation Team Meeting: Monday, May 29, 2023
2:00 P.M. Eastern Standard Time
Lake-Sumter State College
Leesburg Campus

Phase II
Oral Presentation/Interview:

Thursday, June 8, 2023
Time to be determined
Lake-Sumter State College
Student Services Building, Room 210
9501 US Highway 441
Leesburg, FL 34788

Recommendation for intended award to be posted on website <https://www.lssc.edu/dept/purchasing/> on or about Monday, June 12, 2023.

District Board of Trustees Meeting: June 2023

C. Screening Selection Process/Evaluation Criteria

SCREENING SELECTION PROCESS/EVALUATION CRITERIA PHASE ONE (1):

In order to facilitate review by the evaluation team, proposers are requested to respond and index their written responses with the same tab notations as contained herein (Phase I Evaluation Criteria). Written responses must be typed and shall not exceed seventy-five (75) pages, including charts and pictures. Responses should be prepared simply and economically providing a thorough, clear and concise delineation of all information submitted. Color displays and promotional materials are neither required nor desired. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes or corrections will be allowed after responses are opened.

The College will organize an evaluation team who will review independently the first seventy-five (75) pages submitted of responsive proposals as part of Phase I of the screening selection process. The evaluation team will meet in a Phase I public evaluation meeting (see schedule in Section Four, Letter B of this solicitation) and individually assign Phase I written evaluation points for each criterion as defined herein.

In Phase I of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each proposer's written response. All of the evaluation team members' individual maximum points per proposal will be totaled and an average score will be calculated. Based on the average calculated score, the proposers will be ranked highest to lowest with 100 average score being the highest. A minimum of three (3) of the top ranked proposers will be short listed and asked to return for Phase II of the screening selection process.

The following Tab One (1) to Tab Six (6) represents the Evaluation Criteria utilized in Phase One (1):

TAB ONE: Introduction/References/Contract (0-10 Points)

- A. Include an introductory letter summarizing proposer's management philosophy, overview of its custodial and/or grounds service capabilities and understanding of the scope of services
- B. Complete Attachment A 'General Background Information/Authorized Signatory' and include as part of Tab One
- C. List proposer's active professional associations and memberships
- D. Provide references of three (3) to five (5) educational or governmental clients served in the State of Florida; include client name and address, contact person name and title and a telephone number; DO

NOT include the college's former or current employees or The College's DBOT Board Members as references

- E. List other governmental, educational and other clients served in the State of Florida
- F. List educational entities serviced in the State of Florida whereby facilities serviced include athletic, housing and swimming facilities.

Consideration will be given to, but not limited to, professional registrations, years of experience, and experience with State of Florida higher education facilities and other experience/qualifications that may be relevant to the proposed project. Additionally, the College may consider the proposer's past performance with the College on projects awarded and completed. Not having a past performance record with the College will not negatively impact a proposer.

TAB TWO: Qualifications/Staffing (0-25 Points)

Describe the project management team/organizational structure to be assigned to the College to include:

- A. Name, title, role/assignment and relevant experience of key manager(s); include a brief resume (no more than one page each)
- B. Key manager(s) years of experience in this type of role/assignment with current proposer and with past firms
- C. Key manager(s) years overall experience with current proposer and with other firms doing similar work
- D. Key manager(s) education (degree, specialization and/or certificates)
- E. Key manager(s) other experience and qualifications that may be relevant to the project
- F. Custodial and/or grounds personnel staffing (hiring requirements, supervision, skills required, estimated staff needed, local availability of personnel, wages/benefits, duties/responsibilities, training, etc.)

TAB THREE: Methodology (0-40 Points)

Describe services to be provided to include, but not be limited to, the following:

- A. Understanding of the scope of services to be provided
- B. Level of assistance that will be expected from the College
- C. Project plan for daily execution of work
- D. Proposer's equipment and supplies necessary to carry out scope of services
- E. Proposer's understanding of SREF, OSHA and other federal, state and local regulations
- F. Proposer's safety program; provide policy and describe
- G. Proposer's transition/implementation plan
- H. Other pertinent information to describe services proposed

TAB FOUR: Financial Strength (0-5 Points)

Provide a single, separate envelope labeled "Confidential-Proprietary Financial Information".

Please note: financial information will not be considered part of the seventy-five (75) page maximum document requirement.

The respondent's financial capability is to be expressed indicating that it has sufficient resources and the necessary working capital to assure financial stability through the completion of its project. Respondents must submit two years of financial information, including a balance sheet and statement of operations. **Complete audited financial statements are preferred, not required. Financial information from calendar year 2020 and older will not be accepted.**

TAB FIVE: Price Proposal (0-15 Points)

The price proposal shall depict the maximum annual fee for the contract pricing for custodial service and the maximum annual fee for the contract pricing for grounds service to include, but not be limited to, all labor, equipment, supervision and supplies such as paper towels, toilet tissue, cleaning supplies and equipment, chemicals, fertilizers, weed killers, insecticides, herbicides, trash bags, fuel, oil, etc. All submitted maximum fees should be inclusive and include, but not be limited to, all fees and expenses, other expenses, travel, incidentals, etc. Indicate additional services/prices to be considered, if applicable. Finally, provide the 'special project' labor hourly rate per person (vendor employee).

NOTE: Compensation will not be the sole or predominant factor used to evaluate and award the proposal. Qualifications, staffing, experience, service value as proposed and quality of references, at a minimum, will be important factors.

TAB SIX: Required Documents (0-5 Points)

- A. **SUBMIT** Attachment A "General Background Information Form" properly executed
- B. **COMPLETE AND SUBMIT** Attachment B "Drug Free Workplace Form" properly executed
- C. **SUBMIT** "IRS Form W-9, Request for Taxpayer Identification Number and Certification" properly executed
- D. **COMPLETE AND SUBMIT** Attachment D "Disputes Disclosure Form" properly executed
- E. **COMPLETE AND SUBMIT** Attachment E "Public Entity Crime Form" properly executed
- F. In Section Two of this RFP #23-01, Vendor Liability requirements are provided that depicts the requirements vendor needs to adhere to in the event a respondent is awarded a contract as a result of RFP #23-01. Provide Certificate of Insurance copies depicting **current and active** insurance coverage **AND** confirming workers compensation, public liability and property damage as required by law. Respondents acknowledge and agree to purchase and maintain insurance coverage and limits as noted in Section Two of this RFP prior to entering into any contract with the College and will maintain coverage and limits as required.

SCREENING SELECTION PROCESS/EVALUATION CRITERIA PHASE TWO (2):

An oral presentation (interview) will be conducted with the highest ranked short-listed firms as a result of Phase One (1) of the screening selection process. The Director of Purchasing and Auxiliary Services will notify the short-listed firms of the date and time allotted for their presentation (interview) as well as the evaluation criteria to be used in the evaluation of the presentations. The evaluation team will meet in a Phase II evaluation meeting immediately following the last scheduled presentation and evaluate the presentations based on the evaluation criteria for Phase II of the screening selection process. Evaluation team members will individually assign Phase II written evaluation points for each criterion. Phase I and Phase II are evaluated separately and, at no point, are combined to represent an overall score.

In Phase II of the screening selection process, each evaluation team member can assign a maximum of one hundred (100) points for each proposer's presentation (interview). All of the evaluation team members' individual maximum points per proposer will be totaled and an average score will be calculated. Based on the average calculated score, the proposers will be ranked highest to lowest with 100 average score being the highest. The ranking will be presented to Administration.

The College reserves the right to select proposals which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award by the District Board of Trustees, if applicable, an agreement will be executed between the College and selected vendor. Should the College be unable to negotiate a satisfactory agreement with the top ranked proposer, negotiations must be formally terminated and the College can undertake negotiations with the second ranked firm, and so on, until a satisfactory agreement is negotiated that is fair, competitive and reasonable or until the College otherwise terminates the selection process.

The following Tab One (1) to Tab Three (3) represent the Evaluation Criteria utilized in Phase Two (2):

TAB ONE: Introduction/Qualifications/Staffing (0-30 Points)

Provide a brief summary indicating an understanding of the scope of services. Summarize proposer's overall custodial and/or grounds service experience. Describe staffing plans for those who will directly be associated with the College's account if selected.

TAB TWO: Methodology (0-45 Points)

Provide the methodology for providing the required services as indicated in the proposer's response to RFP #23-01, tab three of phase one. Concentrate on a proposed transition/implementation plan as well as a scheduling plan to ensure the scope of services will be executed accordingly.

TAB THREE: Price Proposal (0-25 Points)

Summarize the pricing structure as shown in the proposer's response to RFP #23-01, tab five of phase one.

INTENDED AWARD POSTING

Following Phase One and Phase Two of the Screening Selection Process, it is the sole responsibility of all proposers to visit the website <https://www.lssc.edu/dept/purchasing/> to view the intended award public posting on the date specified in Section Four, Letter B of this solicitation.

**Attachment A
General Background Information/Authorized Signatory**

1. NAME AND ADDRESS OF PROPOSER/OFFEROR:			1A. TELEPHONE NO		1B. EMAIL ADDRESS	
Name:						
Address:			Area Code	7-Digit No	Area Code	7-Digit No
			1C. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)			
City	State	Zip	Name		Title	
			Signature (Person Authorized to Sign)			Date Signed
2. REPRESENTATIONS AND CERTIFICATIONS						
STATE CERTIFIED VENDOR? Yes <input type="checkbox"/> No <input type="checkbox"/> Certification Number: _____						
(Please check one) Effective Dates: _____ to _____						
CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE)? Yes <input type="checkbox"/> No <input type="checkbox"/> Florida CMBE Certification No. _____						
(Please check one) Effective Dates: _____ to _____						
Minority Type (Code) _____		Category: (H) African American (I) Hispanic (J) Asian American (K) Native American (M) American Woman (OSD Minority Categories)				
<i>While the College does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non-minority qualified firms.</i>						

Firms certify by their signature they have read and understand the conditions and specifications of this Statement of Qualifications and they have the authority, capacity, and capability to perform to the conditions and specifications of this Request for Qualifications.

This form must be completed and returned with your RFP submittal.

**Attachment B
DRUG FREE WORKFORCE CERTIFICATION**

The undersigned Proposer/Offeror in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**Company
Name**

(Print or Type Company Name here)

**Type or Print Name & Title Authorized
Representative
as shown on Page 1, Solicitation/Offer and Award**

Title

**Signature of Authorized Representative as shown
above**

Date Signed

NOTARY _____

SEAL

DATE SIGNED _____

This form must be completed and returned with your RFP submittal.

**ATTACHMENT C
STATEMENT OF NON-SUBMITTAL**

If your company does not intend to submit an offer on this requirement please complete and return this form prior to the RFP due date

We, the undersigned, have declined to bid on the above referenced Request for Qualifications for the following reason(s):

Please check appropriate item(s):

- Scope of Work or Terms and Conditions are too "restrictive."
(Please explain below.)
- Unable to meet requirements
- RFP was unclear. (Please explain below.)
- Insufficient time to respond
- We do not offer this type of service or equivalent.
- Our employee man loading would not permit us to perform.
- Unable to meet bonding or insurance requirements (if applicable)
- Other (Please explain below.)

REMARKS:

- Please remove our company from your "Mailing List":

Company Name

(Print or Type Company Name here)

**Type or Print Name & Title Authorized Representative
as shown on Page 1, Solicitation/Offer and Award**

Title

Signature of Authorized Representative as shown above

Date Signed

**ATTACHMENT D
DISPUTES DISCLOSURE FORM**

Answer the following questions by placing an "X" in the box after "YES" or "NO." If you answer "YES," please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this Contract.

* * * * *

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?
YES NO

2. Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within last five (5) years?
YES NO

If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
YES NO

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Company Name

(Print or Type Company Name here)

**Type or Print Name & Title Authorized Representative
as shown on Page 1, Solicitation/Offer and Award**

Title

Signature of Authorized Representative as shown above

Date Signed

This form must be completed and returned with your RFP submittal.

ATTACHMENT E
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER

OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of public entity]

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

1) A predecessor or successor of a person convicted of a public entity crime; or 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

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

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped Commissioned name of Notary Public)

This form must be completed and returned with your RFP submittal.

<END OF RFP 23-01>