



Request for Proposals
#23-01
Custodial and Grounds Services

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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.

J. Accuracy of Proposal Information

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

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 a

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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

- 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 Le0.0000094(t)12(h)9(t)13(o)11()] TJETQq0.00000

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 di14(n)9(s)ould 2()32(a)-4(l)4(l)4(b)12(r)-5(a w)6(h)9(e)14(n)9((ve)15h)icleslust be(o)11(p)9(e)14(r)-5(a)

- 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%

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

General

Attachment A

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 8(o)-14(r)12 V438.22 Tm0 TJETQq0.00000912 0 612 792 reW* nBT/F6 10.08 Tf1 0 0 1 219 5.7687.53 Tm

**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 per(l)8(oo)8(oo* nBT/F6 10.08 Tf1 0 0 1 65.568 479.74 Tm0 g0 G[])TJETQq0.000

**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.

