

## Request for Proposals

### Custodial Services

RFP 6-2014/2015



**Due: June 4, 2015 @ 2:00 PM, Local Time**

### Guidelines

The College Board of Trustees of Pensacola State College located at 1000 College Blvd., Pensacola, FL 32504, in accordance with Florida Statute 287.055 is accepting sealed proposals for custodial services and additional optional services.

These services are further described on the Scope of Work pages of this Request for Proposals.

Questions regarding responses to this Request for Proposals should be in writing either by email to Director of Purchasing and Auxiliary Services at [purchasing@pensacolastate.edu](mailto:purchasing@pensacolastate.edu) by the date listed in the RFP Schedule.

Proposals must be delivered in person or by mail/courier service to the College's Director of Purchasing and Auxiliary Services, Attn: Cassie Boatwright, Bldg. 7, Room 737, 1000 College Blvd., Pensacola, FL 32504, by the date listed within the RFP Schedule. The Request for Proposal number, description, and the Firm's name and address must be on the outside of the sealed envelope. After the closing time, Firms' Proposals will be opened for the sole purpose of recording the names of the Firms submitting their proposals. Any Proposals received after the specified time and date shall not be considered; additionally, any Proposals submitted orally, telephonically, e-mailed, faxed, or modified shall not be accepted.

Public meetings are listed on the RFP Schedule and will be held at 1000 College Blvd., Building 7, Room 736, Pensacola, FL 32504.

Any Firm requiring special accommodations at any of the public meetings regarding this Request for Proposals due to a disability or physical impairment should contact Cassie Boatwright, Director of Purchasing and Auxiliary Services, [purchasing@pensacolastate.edu](mailto:purchasing@pensacolastate.edu) at least three (3) working days prior to any meeting.

The College Board of Trustees of Pensacola State College reserves the right to waive minor, nonmaterial irregularities in any or all Proposals and accept or reject, in part or in full, any or all Proposals.

Any Firm may bid on the base scope of work, one, some or all of the alternates. It should be considered that each of these categories of scope are independent. A vendor may also choose not to bid on the base scope of work and choose to bid only on one, some, or all of the alternates. The College will determine the selection of scope pieces, in whole or in parts, to one or many vendors, at its discretion.

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## RFP Schedule

<b>TIME</b>	<b>DAY/DATE</b>	<b>DESCRIPTION</b>
	<b>May 14, 2015</b>	Advertise RFP
8:00 AM	<b>May 26, 2015</b>	Site Visits
2:00 PM	<b>May 27, 2015</b>	Questions regarding RFP due
2:00 PM	<b>June 4, 2015</b>	RFP due
2:00 PM	<b>June 10, 2015</b>	Shortlisting
8:00 AM	<b>June 17, 2015</b>	Interview Shortlist and Final Ranking*, If deemed necessary by the College
5:00 PM	<b>June 23, 2015</b>	Final ranking approved by Board of Trustees and approval to negotiate and execute a contract.

## Scope of Work

The Contractor shall maintain an environment that is clean, safe and attractive to students, staff and visitors at all times. The importance of taking responsibility for the total appearance of the facilities is the responsibility of all employees as they are performing assigned tasks.

Employees shall concentrate on detail cleaning, including but not limited to, corners, door thresholds, ledges, spider webs, etc. Concentrate on areas designated as high usage and high visibility public areas such as student lounges, courtyards, building entrances, offices and administrative areas. Replace in original arrangement all chairs, office furniture, etc. after the completion of all cleaning activities. Remove cleaning and waxing compounds off of walls, carpet areas and baseboards immediately.

The Contractor’s employees will actively assist the College to conserve energy by utilizing lighting only in areas where custodial work is being performed.

A detailed work schedule shall be established and submitted for approval **no later than one week before contract work begins**. This work schedule shall show specific areas, cleaning activities, and dates of service. This work schedule shall be kept up to date at all times.

The examples below are intended to demonstrate the scale/level of cleanliness desired and expected in not only the items mentioned but in all buildings and equipment systems on all campuses. These statements do not exhaust all of the examples to be considered.

It is anticipated the contract will begin July, 2015. The contractor is expected to be fully on-board and staffed at the beginning of the contract.

The College has the following campuses:

PENSACOLA STATE COLLEGE  
Pensacola Campus  
1000 College Boulevard  
Pensacola, FL 32504-8998

PENSACOLA STATE COLLEGE  
Milton Campus  
5988 Highway 90  
Milton, FL 32583-1798

PENSACOLA STATE COLLEGE  
South Santa Rosa Campus  
5075 Gulf Breeze Pkwy  
Gulf Breeze, FL 32563

PENSACOLA STATE COLLEGE  
Warrington Campus  
5555 West Highway 98  
Pensacola, FL 32507-1097

PENSACOLA STATE COLLEGE  
Downtown Center  
418 West Garden Street  
Pensacola, FL 32501

PENSACOLA STATE COLLEGE  
Century Center  
440 E. Hecker Road  
Century, FL 32535

The approximate square footages are as follows:

	Gross	Net Cleaning
Pensacola Campus	841,936	700,459
Milton Campus	127,281	115,671
Warrington Campus	209,441	198,195
South Santa Rosa Center	34,727	31,919
Downtown Center	7,450	7,000
Century Center	25,216	Unknown

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# Custodial Cleaning Specifications

## Floor Maintenance

Floors shall be cleaned in accordance with the following standards to maintain a safe, sanitary condition, present a pleasing appearance, and provide protection from damage.

- **Damp Mopping** – A damp mopped floor shall have an evenly cleaned surface that is free of dirt, dust, hair, mop marks, smears, film, dirt residue, streaks, debris, and standing water. All mop marks on baseboards, doors and furniture shall be removed. Floors that cannot be cleaned satisfactorily by damp mopping must be scrubbed.
- **Scrubbing** – A scrubbed floor shall have an evenly cleaned surface that is free of dirt, dust, black marks and other foreign matter to the floor surface. Wax that has been removed during the scrubbing operation shall be reapplied.
- **Buffing** – A buffed floor will be done in such a manner that the finish will be evenly distributed on the floor surface. The floor surface shall present an even, clean and uniform sheen, with no brush marks left upon completion of work. Floors shall be dust mopped, damp mopped, and have black marks removed prior to buffing operation.
- **Spray Buffing** – A spray-buffed floor shall have received spray applications of wax and sufficient buffing to provide a high gloss finish that blends in with the surrounding floor finish. The floor surface shall be cleaned to remove all dust, dirt, and black marks as part of the buffing process.
- **Stripping of Waxed/Sealed Surfaces** – A properly stripped floor shall have all wax/sealer removed down to the flooring material. The floor shall be left free of all dirt and stains.
- **Waxing** – A properly waxed floor shall have an even coating of slip-resistant wax. The floor shall be clean and bright, including corners and under furniture. Wax shall be buffed to a uniform sheen, leaving no brush marks. If self-polishing wax is used, buffing is not required.
- **Sealing** – A properly sealed floor shall have an even coating of slip-resistant sealer. The floor shall be clean and bright, including corners and under furniture.
- **Polishing** – A properly polishing floor area shall be free of small objects, such as paper clips, staples, etc. This shall include removal of trash and debris of building interior and exterior doorways.
- **Vacuuming** – A properly vacuumed floor, carpet, elevator and stairway shall be free of all dust, dirt, cobwebs, grit, and lint. This includes debris in corners, behind doors, and under furniture (except permanently positioned items, such as built-in, safes or file cabinets). Removal of chewing gum or other foreign matter is considered part of vacuuming process.
- **Detailing** – Properly detailed carpeting shall be vacuumed with edging tools around edge of carpet, desk legs and other areas inaccessible to equipment. This process shall be done at the time of each vacuuming or cleaning.
- **Steam Cleaning** – Properly steamed carpet shall be free of dirt, streaks, stains and spots.
- **Spot Cleaning** – All floor and carpet areas spot cleaned shall be free of all stains, deposits, and cleaning marks.
- **Rug and Carpet Care** – A properly cared for carpet shall be free of dirt, streaks, stains, spots and have a bright uniform color.
- **Interior Concrete, Brick and Ceramic Tile Floor Care** – Properly cared for concrete, brick and ceramic tile floors shall be free of streaks, stains, black marks, spots, gum and other foreign matter to floor surfaces and shall have a bright, uniform color and appearance. Waxing of concrete and ceramic tile floors is prohibited.
- **Baseboard Care** – All baseboards shall be kept clean and free of dust, dirt, splash marks and other matter foreign to the surface. **Baseboards should be free of wax buildup at VCT floors.**
- **Entrance Mats** – Contractor shall provide 6' x 8' black rubber mats for interior entrances. These shall be cleaned and serviced by the Contractor.
- **Gym Athletic Floors** – Do not require waxing, buffing, or refinishing.

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## Building Surfaces Maintenance

Building surfaces shall include doors, elevators, interiors, shelves, walls, trim, woodwork, handrails, stair rails, banisters, baseboard, frames, windowsills, ledges and other horizontal surfaces.

- **Vacuuming/Dusting** – A properly vacuumed/dusted surface is free of all dust, dirt, streaks, lint and cobwebs.
- **Washing** – Properly washed doors, walls, trim, woodwork, shelves, baseboards, handrails/stair rails, including their component parts, shall be clean and free from all dirt, dust, film streaks, smudges, lint, cobwebs and debris.
- **Damp Wiping** – Surfaces properly damp wiped shall be free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs and other debris.
- **Horizontal Surfaces(s) Care** – Properly cared for horizontal surfaces shall be free of all dust, dirt, streaks, lint and cobwebs.
- **Metal Cleaning and Polishing** – Properly cleaned and polished metal surface(s) shall be clean and bright without deposits or tarnish. Metal cleaner shall be promptly removed from adjacent surfaces.
- **Spot Cleaning** – Surfaces adequately spot cleaned shall be free of all stains, deposits and substantially free of cleaning marks.
- **Glass and Mirror Cleaning** – Glass and mirrors accessible surfaces cleaned shall be without streaks, film, smudges, deposits and stains with a uniformly bright appearance and adjacent surfaces wiped clean. Glass surfaces shall include, besides windows and mirrors, all display cases and cabinets, building directory board enclosures, picture frame enclosures and glass panels within or adjacent to interior and exterior doors.

## Windows Maintenance

- **Window Washing and Brushing of Screens** – Properly washed window/door pane and frame shall be free of dirt, film, smudges, streaks and other debris both inside and out. Screens, sunshade screens and screen frame shall be free of dust, dirt, cobwebs, lint and other debris. Brushing shall be accomplished outside of building at location that does not conflict with other activities or cause damage to screens. Screens that are removed shall be replaced in their original positions.
- **Vertical/Mini-Blinds** – Properly cleaned blinds(s) shall be free of all dirt, dust, smudges, film, streaks, lint and cobwebs.
- **Draperies Care** – Draperies shall be vacuumed in place. Extreme care shall be taken to protect draperies during the vacuuming process.
- **Windows** – Both interior and exterior windows should be cleaned minimum twice (2) per year starting before each term (August and January), or as needed as determine by the College representative.

## Furnishings Maintenance

- **Furniture Care** – Properly cared for furniture, wall hangings, and office equipment shall be free of surface dirt, dust, streaks, spots, smudges, oily film, lint and cobwebs. Furniture shall include desks, tables, chairs, bookcases, file cabinets, etc. Wood furniture shall be polished with the appropriate wood or laminate polish that will restore the original shine.
- **Dining Room, Lunch and Snack Area Tables, Chairs and Other Surfaces** – Wash and disinfect top and sides of tables, chairs and other surfaces. Tables shall be clean and free of dirt, dust, smudges, deposits and debris, including chairs, cabinet tops, sinks, and other surfaces.
- **Drinking Fountains** – All drinking fountains, porcelain and polished metal surfaces, including the orifices and drains shall be disinfected. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other soil. This requirement includes all drinking fountains within the facilities and considered a part of the building unit to which they are located in or nearest to and identified as a part of the facility.
- **Marker Boards, Blackboards, Erasers and Trays** – Unless marked “DO NOT ERASE”, all marker boards and blackboards shall be cleaned by removing all writing, dust, streaks, marks and smudges, including chalk trays. All erasers shall be free of chalk particles and dust after being cleaned. Contractor shall provide all supplies necessary for cleaning and shall use only supplies approved by the College for whiteboard use.

- **Light Fixtures** – Interior and exterior - Properly cleaned fluorescent fixtures shall be free of stains, dust, bugs, dirt deposits and cleaning marks. Other light fixtures that have a globe and shade or plastic type panel shall be free of all stains, bugs, dust, dirt deposits and cleaning marks.
- **Ashtray and Urns** – Properly cleaned ashtrays shall be free of all ashes, deposits, stains, and debris. Urns shall be free of all cigarette butts and debris DAILY.
- **Walk-Off Mats** – All walk-off mats shall be dry and free of dirt, lint, streaks, stains and spots.
- **Trash Containers** – Properly cared for trash receptacles(s) shall be emptied, cleaned and left dry, free of sludge, deposits, dirt, streaks and odors both inside and out. Trash receptacle refers to all receptacles used for the collection of waste paper and debris, including swing top containers, wastebaskets and similar containers. All trash receptacles shall have a new plastic trash can liner installed each time after the trash is removed and the receptacle has been cleaned.
- **Partitions** – Properly cleaned partitions(s) shall be free of dirt, lint, deposits, streaks, and smudges.
- **Cleaning of Upholstery** – Upholstered furniture properly and satisfactorily shampooed shall be free of dirt, streaks, stains and spots.

### **Bath/Toilet Rooms, Locker Rooms and Utility Spaces**

- Properly cared for bath/toilet rooms, locker rooms and utility spaces shall have their flat surfaces dusted, and trash removed.
- Wash basins, utility sinks, toilet bowls and seats, urinals, plumbing fixtures, air vents, mirrors and dispensers shall be cleaned and disinfected each time a cleaning service is provided.
- Toilets and urinals shall be free from streaks, stains, scale, scum, urine deposits, rust stains and odors. Wash basins and utility sinks shall be free from streaks, stains, scale, scum, rust stains, soap deposits and odor.
- Wainscots, baseboards, stall partitions, doors and walls shall be free of all stains and spots.
- Floors shall be swept, mopped and disinfected during each service. Floor and wall areas within the immediate proximity of urinals and toilets bowls shall be cleaned and disinfected and kept odor free.
- Bath enclosures, shower walls, including shower curtains and shower floors, shall be cleaned and disinfected to remove all spots, streaks and soap deposits each time a service is provided.
- Plumbing pipes, fixtures, faucets and metalwork shall be clean and bright, and free of dirt, dust and deposits.
- All dispensers (paper towels, toilet paper, toilet seat sleeves, hand soap, sanitizer, and sanitary napkin/tampon) shall be filled as required.
- All floor drains shall be disinfected on a weekly basis.

### **Removal of Trash and Recycle Containers**

- To include the removal and disposal of trash from trash receptacles and recycling containers, as well as trash in boxes, bags or other items marked “trash” and placed next to trash containers or in hallways.
- Also includes picking up trash from all exterior trash containers and removing cigarette butts from urns and maintaining clean urns with fresh sand.
- The Contractor will comply with any current or future recycling program(s) established by the state, the county, the municipality, and/or Pensacola State College.
- The College will provide trash and recycling dumpsters in various locations on each campus.

### **Entranceway Service and Sidewalks**

- Contractor shall use power blower to remove leaves, dirt and debris from all walk-ways and concrete surfaces. Sidewalks must be blown off daily. This includes external stairwells, entrances, and thresholds.
- Doors, door frames, door glass, door handles and plates shall be cleaned/or polished to present a clean appearance free from tarnish, streaks, stains and hand marks.
- Interior Walk-Off Mats – Contractor shall provide 6’ x 8’ black rubber mats for interior entrances. Mats shall be located at all interior entrances to prevent excessive soiling of the building interior. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location. These shall be cleaned and serviced by the Contractor.
- Contractor will provide and clean external navy blue, 6’ X 8’ mats at main entrances to buildings.
- All covered breezeways shall be treated as an exterior building surface and shall be cleaned in accordance.

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## Computer and Office Areas

- Rooms, areas and spaces containing electronic data processing equipment shall be vacuumed, damp wiped, damp mopped and/or surfaces washed as scheduled. No sweeping shall be allowed in these equipment rooms and associated spaces; dusting with cloths shall not be permitted. Cleaning of raised floors and concrete decks in these rooms shall be performed in such a manner that no liquids will seep through or penetrate the sub-floor cabling and ductwork.
- The Contractor shall not move nor jar PC's, printers or any other piece of equipment used for data processing. Contractor shall exercise extreme caution when using water buckets in data processing areas, mounting them in dollies to prevent spillage. Contractor shall, without delay, report any spillage or other errors in the cleaning operation to the PENSACOLA STATE COLLEGE representative.
- The Contractor shall prohibit their employees from disturbing papers or any items on desks, opening desks or file drawers, using telephone or office equipment, or otherwise disturbing the day-to-day operations of the College.

## Elevator Service

- As part of the scheduled cleaning of floors and surfaces, the Contractor shall clean all interior surfaces and external doors of passenger and service elevators to maintain a clean appearance. Metal surfaces shall be properly cleaned and polished without fingerprints, deposits or tarnish. This includes all elevator tracks.

## Dusting

- **Low Dusting** – After low dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces of file cabinets and other types of office furniture and equipment, and from horizontal ledges, window sills, handrails to a line 7' above floor level.
- **High Dusting** – After high dusting all dust, lint, litter and dry soil shall be removed from all surfaces above 7' and to a line 12' above the top of the floor surface. Blinds, where installed, are included in high dusting, whether above or below the 7'.
- **Other** - Clean off all spider webs on interior/exterior building surfaces and all stairwells.

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## Supplies, Chemicals, and Equipment

The Contractor shall furnish and maintain all the necessary equipment, cleaning chemicals and supplies required for proper maintenance as described in these specifications and to meet all local fire codes for storage of cleaning agents and solvents. The College has the equipment which may be used by the contractor. The College is not responsible for any repairs, maintenance, or replacement of inoperable equipment. The contractor shall be responsible for any replacement equipment required. Contractor will notify PSC of any non-repairable equipment and the College will follow the appropriate College Procedure for disposal. This equipment will be identified during the pre-bid meeting.

Space will be made available to the Contractor for the storage of his/her bulk supplies and the equipment which he shall use in the performance of the work of the contract. The Contractor's employees will keep this space in a neat and orderly condition.

The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract. OSHA [Material Safety Data Sheets \(MSDS\)](#) are required for all chemicals and cleaning products and shall be supplied to the College at the time of product introduction. 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 Contractor will display the MSDS sheets, in English and Spanish, in each custodial closet where the cleaning products are stored. All bottles are to be labeled properly listing all ingredients. The Contractor is responsible for training its employees on how to read the MSDS and to follow instructions for both use of product and responding to a spill or ingestion of product. The Director of Plant Operations or designee will conduct periodic inspections of cleaning supply cabinets and MSDS books to insure cleanliness, proper labeling of chemicals, documentation of supplies stored on College property, and compliance.

The Contractor will identify their efforts in the green cleaning movement. Green cleaning is a widely accepted movement that uses procedures and products that consider the health of the building occupants, custodians, and the environment.

The following minimum supplies, chemicals and equipment shall be provided/supplied by the Contractor (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	Anti-Bacterial Hand sanitizer for dispensers
Toilet tissue (2-ply)	Roll towels and Multi-fold towels
Sanitary toilet cover sleeves	Plastic trash liners (inside/outside receptacles)
Walk-off mats at entrances	
Sanitary Napkins/Tampons – Contractor to collect and retain all monies from sale of products (optional)	
All dispensers (paper products, soap and hand sanitizer, sanitary napkin/tampon )	

Contractor will replace all broken dispensers as needed and provide additional dispensers when determined necessary.



## Custodial Schedules

### 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
Vacuum walk off mats	Daily
Clean/sanitize water fountains	Daily
Dry mop/spot mop all hard surface floors	Daily
Vacuum/spot clean all carpeted floors	Daily
Clean entrance glass	Daily
Empty recycling containers/trays	Daily
Wet mop hard surface floors entirely	Daily
Clean and sanitize telephones	Weekly
Spot clean walls/switch plates/doors	Weekly
Clean windows/frames/ledges	Weekly
Dust wall/ceiling air vents/ventilator covers	Weekly

### Offices

Empty all trash containers	Daily
Dust all horizontal surfaces	Daily
Clean desks (do not disturb papers or items on desks)	Daily
Straighten desks and furniture	Daily
Clean and sanitize telephones	Daily
Spot clean walls/switch plates/doors	Daily
Dry mop/spot mop all hard surface floors	Daily
Vacuum/spot clean all carpeted floors	Daily
Wet mop hard surface floors entirely	Daily
Empty recycling containers/tray	As needed or weekly
Clean windows/frames/ledges	Weekly

### Common Areas including Breakrooms

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

### Building Areas

Empty outside trash receptacles	Daily
Sweep common areas/clean tables	Daily
Sweep stairwells/landings/walks around buildings (up to twenty-five (25) feet away)	Daily
Clean/sanitize water fountains	Daily
Clean entrance glass	Daily
Clean all handrails	Weekly
Pressure wash exterior stairways and landings (within twenty-five (25) feet from building)	As needed (min. 4 X /year)
Pressure wash exterior student common areas	As needed (min. 4 X /year)
Pressure wash picnic benches and tables	As needed (min. 4 X /year)
Clean/dust ledges, recesses, lights, etc.	Weekly
Clean graffiti from buildings/walkways	As needed

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**Restrooms/Locker Rooms**

Empty waste and sanitary receptacles	Daily
Fill all dispensers	Daily
Sweep/mop tile floors with germicidal	Daily
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
Sanitize doorknobs	Daily
Clean and sanitize walls/partitions	Daily
Scrub/clean shower walls with germicidal	Daily
Flush with water and sanitize all floor drains	Daily
Mop locker room/shower floors with germicidal	Daily/As Needed
Wash face of lockers	Weekly

**Miscellaneous and Project Work**

Extract carpet cleaning in high traffic/high soil areas	As Needed
Spray buff hard surface floors	Quarterly
Strip/seal/refinish hard surface floors	Quarterly
Shampoo carpet/extract carpet cleaning	Quarterly
Clean upholstered furniture	Semi-annually
Wash/clean all building interior light fixtures	Semi-annually
Spot clean carpeting for stain removal	As Needed
Pressure wash walkways, landings, smoking areas, within twenty-five (25) feet around buildings	Quarterly or As needed
Window cleaning services	Minimum 2 X year

Full daytime coverage is needed the building.

**College Schedule**

The contractor is not required to provide daily services on the days when the College is officially closed but shall have on-call manpower available. Also on the days the College is closed, the Contractor may strip and wax floors and provide large scale periodic custodial services. Currently, the College closes on Fridays during summer term.

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## Safety Requirements

All work procedures and all equipment provided to each employee must meet all [Occupational Safety and Health Administration \(OSHA\)](#) and [American National Standards Institute \(ANSI\)](#) standards. The Contractor shall be responsible for annual safety training for employees in [Florida's Right to Know](#), [OSHA Blood borne Pathogens](#) and [Center for Disease Control \(CDC\) Blood borne Pathogens](#) information, and [Environmental Protection Agency \(EPA\) hazardous waste disposal](#) training. Proof of training will be provided to the College.

All equipment used by the Contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on College property. Vacuum cleaners must be HEPA filtered at 99.97% efficient at 0.3 microns. All electrical equipment will be properly grounded. No internal combustion driven equipment or propane floor machines will be approved for use in PENSACOLA STATE COLLEGE facilities. All employees will wear proper personal protective equipment while working on College property.

The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. The Contractor's employees shall be required to interrupt their work at any time to allow passage of personnel.

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## Inspection Criteria

Inspection records will be maintained by the Pensacola State College representative(s).

Rooms/areas and exterior areas will be selected by and inspected each month.

The Pensacola State College representative(s) will evaluate restrooms/locker rooms as “acceptable” or “unacceptable” using the following criteria:

1. Presence of adequate two (2) ply toilet paper, paper towels, sanitary toilet sleeves, feminine hygiene products, soap, and/or anti-bacterial hand sanitizer.
2. Absence of soil, stains, and rust on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains
3. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture and equipment
4. Absence of litter and trash on floor and horizontal surfaces of equipment
5. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.
6. Absence of encrustation, soil and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around fixture and equipment bases
7. Absence of soil, litter, dust and encrustation in trash containers
8. Absence of soil and dust on window blinds, shades, sills, frames and ledges
9. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings
10. Absence of soil, litter, dust and spots from all mats and floors
11. Absence of streaks, spots, stains from all bright work, where appropriate - All bright works shall be polished dry to a high sheen
12. All other contract provisions.

If item #1 is found to be unacceptable, the restroom will be deemed “unacceptable.” If a total of four (4) of the other items are found unacceptable the restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

The Pensacola State College representative(s) will evaluate non-restrooms as “acceptable” or “unacceptable” using the following criteria:

1. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, HVAC vents and equipment
2. Absence of litter and trash on floor and horizontal surfaces of equipment
3. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.
4. Absence of encrustation, soil and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases
5. Absence of soil and stains on fixtures, drains, traps, faucets, soap and paper dispensers, mirrors, ledges and drinking fountains
6. Absence of dust, spots, soil build-up and encrustation on furniture and equipment surfaces and legs
7. Absence of dust, lint, and litter on upholstered furniture
8. Absence of soil, litter, dust and encrustation in ash trays, urns, wastebaskets, and trash containers - Trashcan liners shall be new and urn sand in good condition
9. Absence of marks, spots, stains and streaks on interior and exterior entrance doors and all glass windows
10. Absence of soil and dust on window blinds, shades, sills, frames and ledges
11. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings
12. Absence of soil, litter, dust and spots from all carpets, mats and floors
13. Absence of streaks, spots, stains from all bright work and stainless steel, where appropriate - All bright work shall be polished dry to a high sheen
14. Empty or nearly empty trashcans and pencil sharpeners (depending on time of day)
15. Absence of interior walk-off mats by all entrance/exit doors.

If a total of five (5) items are found to be unacceptable, the non-restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance

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problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

For every one (1) "unacceptable" room rating in a month, one percent (1%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if ten (10) rooms are found to be "unacceptable" in one month, then ten percent (10%) of the monthly invoice amount will be deducted from the Contractor's payment for that month resulting from "unacceptable" room ratings.

All unacceptable rooms will be re-inspected for compliance. A repeat "unacceptable" rating will cause an additional one percent (1%) to be deducted from the monthly payment.

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## **Additional Provisions**

### **Qualifications and conduct of employees**

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor's responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

The Contractor will:

1. Require all employees to report for duty in PSC approved uniforms with logo and approved photo ID badges while on campus.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal.
3. Prohibit employees from disturbing papers on desk (must dust/clean around items on desk), opening desk drawers and cabinets, or using the telephones, computers, or office equipment provided for College use.
4. Require employees to comply with instructions pertaining to conduct and building rules and regulations.
5. Ensure employees do not have access to buildings or PSC property unless on official duty.
6. Conduct a national criminal background check on all prospective employees before hire for the PSC premises. The contractor will reject any person whose criminal background demonstrates he/she failed to report criminal convictions accurately on the contractor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence, or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her employment will be forbidden to be employed by the contractor for PSC. All provision of Chapter 435 F.S. must be followed.
7. Ensure all applicable employment laws are followed.
8. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in cleaning supervision, sufficient in scope to meet the approval of PSC's representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all custodial services personnel. Supervision shall also be responsible for monitoring the work order management software or email to ensure work orders are completed in a timely manner.
9. Provide, for approval by the college, a chain of command for management and supervision for all contractor staff at each location. The contract shall provide PSC's representative written list of all key employees and should update upon changes.

### **Complaints**

Customer complaint records will be maintained by the College representative(s). For each customer complaint, the College representative shall document the incident and report it immediately to the Contractor. The College representative will then investigate the complaint, accompanied by the Contractor's representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a "valid complaint." For every one "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from customer complaints. Leaving doors unlocked and not arming or disarming alarms systems properly that results in a false alarm is an example of a valid complaint. Any costs assessed to the College for excessive false alarm responses by local law enforcement agencies attributable to failed performance will be the financial obligation of the Contractor. Not having soap in the dispensers is another example of a valid complaint.

### **Student Activities and College Events**

The Contractor shall schedule sufficient staff at no extra charge for College special events which shall include but not be

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limited to cleaning and setting up areas for special events and restoring rooms to original condition or as specified, as may be required from time to time. The College will notify the Contractor at least twenty-four (24) hours prior to requirement.

The Contractor shall ensure that the auditorium is cleaned before and after performing arts events. The Contractor shall provide custodial services for restroom and lobby areas during performing arts events, with approximately twelve (12) shows per year and approximately fifty (50) events.

In the event that the College requests special project assistance or special services outside the scope of this contract, the Contractor shall provide such extra labor on a cost plus basis, not including materials. All such work shall be performed outside of, and exclusive of, the normal scope of scheduled services. External Functions not related to the college will be charged at the stated hourly rate.

### **Special Provisions**

The College reserves the right to add or decrease the square footage to this contract due to new construction, remodeling projects, or adding another campus under the same terms, specifications, and conditions of this contract. The rates for the new areas will be based upon the average price per square foot resulting under this contract.

### **Other Requirements**

The Contractor shall report all stopped drains, broken fixtures, glass, burnt out lights, and other facilities maintenance needs to the Pensacola State College representative on the established computerized maintenance request.

The Contractor shall notify the campus representative of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.) The Contractor shall be responsible for turning off all lights when not needed for the cleaning that room, and all lights are to be turned off at the end of the shift. The Contractor shall provide a quality assurance review report and meet with the campus representative monthly or as requested to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

The Contractor will take all steps necessary to protect the public and nearby property from damage during lawn care and maintenance activities. Any damages to the College's property as a result of the vendor must be remedied by the awarded vendor.

All doors are to remain shut and then locked after cleaning.

PSC will furnish storage space throughout the campuses for contractor's materials and equipment. It is the contractor's responsibility to maintain these areas in a neat and orderly manner.

All keys shall be maintained in accordance with the Public Safety key procedure. Any lost keys will be paid for by the contractor. Any rekeying of buildings necessitated by keys being lost by contractor will be paid for by contractor.

### **Cost Increases**

Any annual cost increase request must be submitted to the Director or Purchasing and Auxiliary Services by April 1<sup>st</sup> for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase.

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## **Additional Scope: Add Alternates**

At the option of the vendor, they may supply pricing for the following services which is inclusive of all labor, supplies and equipment necessary to perform the work. It will be at the sole discretion of the college if any of these services will ultimately be requested. Contractors may be on any pieces of scope within this solicitation. The College will remain the ultimate determiner of which pieces of the scope will be awarded.

These additional services include:

- Landscaping Services (pg. 17- 20)

- Athletic Field Services (pg. 21-

- Exterior Pressure Washing

- Light Bulb Changes

- HVAC Filter Changes



## Landscaping Services

Activity	Frequency
Mowing, weed-eating, edging and blowing	As needed, but no less than every 7 days, during normal growing season
Litter and debris removal from lawn prior to mowing and removal of all trash and debris from property before departure	Each occurrence
Pruning trees and shrubs and hauling off debris	As needed, but no less than twice per year
Furnishing and spreading pine straw in beds	As needed, but no less than twice per year
Weed pulling, spraying and control	As needed, but no less than monthly
Pre-emergent application to lawns	As needed, but no less than annually
Pesticide application to beds and lawns	As needed, but no less than monthly
Planting and Maintaining Seasonal Bedding Plants in the flowerbeds currently with flowers.	As needed, but no less than seasonally
Irrigation system control, maintenance, and monitoring	As needed, and also when directed by owners in the event of watering restrictions
Monitoring landscape conditions and reporting any issues	Continuously

### Mowing

Grassy areas will be mowed weekly during the normal growing season (Approximately March 1 –October 31) and as otherwise needed to maintain a neat and uniform appearance. The grass will be maintained at a height agreed to by the Physical Plant Director or designee.

### Trimming

All immovable objects and areas that cannot be mowed will be trimmed at the same interval as the grassy areas are mowed. This includes drainage culverts and uncurbed areas that abut asphalt areas. Low hanging tree branches that impede the maintenance of grassy areas or planting beds shall be trimmed as necessary to accommodate mowing and maintain a neat appearance. Bushes and other plantings that require trimming/pruning shall be maintained accordingly.

### Trash Removal

All trash, tree limbs and other debris shall be removed at the commencement of mowing operations in a specific area. The intent is to prevent the mowing from further distributing smaller pieces of debris over a greater area and is not meant to be a general policing of the grounds.

### Leaf Removal

All leaves will be removed from grassy areas and plant beds/natural areas bimonthly or as needed during the fall season.

### Sidewalk and Curbing Maintenance

All sidewalks and curbing are to be cleared of grass clippings. Edges of sidewalks and curbing are to be edged as needed. “Green” herbicides shall be used to control unwanted vegetation from growing in concrete and curbing cracks, crevices and divides. All herbicides shall be approved by the Physical Plant Director or designee. All MSDS sheets shall be provided by the Contractor when requesting approvals.

### Plant Bed Weeding/Mulching

Weed planting areas as necessary to maintain a neat appearance of planting beds.

Turn mulch and weed these beds once in the spring (April/May) and apply new mulch beginning August. Maintain the mulch as required throughout the growing season as defined within mowing section.

### Special Events

In the event of Special Events, the Contractor may be asked to weed and mulch beds and “spruce up” certain areas in preparation for said event. This rare occasion shall not incur added compensation outside of this contract.

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## Inspection Criteria

### Exterior Areas

1. Absence of all exterior cobwebs on horizontal and vertical building surfaces including stairways and ceilings -This includes all overhangs, covered walkways, gazebos, and all built-in surfaces.
2. Absence of litter, trash, and cigarette butts on the concrete surfaces and horizontal surfaces within twenty-five (25) feet of buildings, gazebos, and around picnic tables and benches.
3. Absence of dirt, cobwebs and food stains on all public phones, picnic tables, benches and elevators.
4. Absence of dirt, leaves, debris, stain, and residue rain water on all exterior walkways and stairs (within twenty-five (25) feet of buildings).

If a total of three (3) out of five (5) exterior surfaces are found to be unacceptable, the exterior surfaces will be deemed "unacceptable."

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## **Additional Provisions**

### **Qualifications and conduct of employees**

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor's responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

The Contractor will:

1. Require all employees to report for duty in PSC approved uniforms with logo and approved photo ID badges while on campus.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal.
3. Prohibit employees from disturbing papers on desk (must dust/clean around items on desk), opening desk drawers and cabinets, or using the telephones, computers, or office equipment provided for College use.
4. Require employees to comply with instructions pertaining to conduct and building rules and regulations.
5. Ensure employees do not have access to buildings or PSC property unless on official duty.
6. Conduct a national criminal background check on all prospective employees before hire for the PSC premises. The contractor will reject any person whose criminal background demonstrates he/she failed to report criminal convictions accurately on the contractor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence, or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her employment will be forbidden to be employed by the contractor for PSC. All provision of Chapter 435 F.S. must be followed.
7. Ensure all applicable employment laws are followed.
8. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in cleaning supervision, sufficient in scope to meet the approval of PSC's representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all custodial services personnel. Supervision shall also be responsible for monitoring the work order management software or email to ensure work orders are completed in a timely manner.
9. Provide, for approval by the college, a chain of command for management and supervision for all contractor staff at each location. The contract shall provide PSC's representative written list of all key employees and should update upon changes.

### **Complaints**

Customer complaint records will be maintained by the College representative(s). For each customer complaint, the College representative shall document the incident and report it immediately to the Contractor. The College representative will then investigate the complaint, accompanied by the Contractor's representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a "valid complaint." For every one "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from customer complaints.

### **Student Activities and College Events**

The Contractor shall schedule sufficient staff at no extra charge for College special events which shall include but not be limited to cleaning and setting up areas for special events and restoring rooms to original condition or as specified, as may be required from time to time. The College will notify the Contractor at least twenty-four (24) hours prior to requirement. In the event that the College requests special project assistance or special services outside the scope of this contract, the Contractor shall provide such extra labor on a cost plus basis, not including materials. All such work shall be performed outside of, and exclusive of, the normal scope of scheduled services. External Functions not related to the college will be charged at the stated hourly rate.

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## **Other Requirements**

The College reserves the right to add or decrease the size to this contract due to new construction, remodeling projects, or adding another campus under the same terms, specifications, and conditions of this contract. The rates for the new areas will be based upon the average price by size under this contract.

The Contractor shall report all broken fixtures, glass, burnt out lights, and other facilities maintenance needs to the Pensacola State College representative on the established computerized maintenance request.

The Contractor shall provide a quality assurance review report and meet with the campus representative monthly or as requested to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

The Contractor and any Subcontractors must supply all equipment that is needed to provide full scope of services as stated in this RFP. The College has the equipment which may be used by the contractor. The College is not responsible for any repairs, maintenance, or replacement of inoperable equipment. The contractor shall be responsible for any replacement equipment required. Contractor will notify PSC of any non-repairable equipment and the College will follow the appropriate College Procedure for disposal. PSC will furnish storage space throughout the campuses for contractor's materials and equipment. It is the contractor's responsibility to maintain these areas in a neat and orderly manner. This equipment will be identified during the pre-bid meeting.

The Contractor will take all steps necessary to protect the public and nearby property from damage during lawn care and maintenance activities. Any damages to the College's property as a result of the vendor must be remedied by the awarded vendor.

## **Cost Increases**

Any annual cost increase request must be submitted to the Director or Purchasing and Auxiliary Services by April 1<sup>st</sup> for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase.

## Athletic Field Maintenance Services

Awarded vendor shall provide all labor, materials, and equipment required to perform the following:

Activity	Frequency
Mowing	Everyday, as needed
Trimming	As needed
Top Dressing	2 – 3 per year
Clay Infields	As needed
Striping and Lining for games	As needed
Irrigation Systems	Deep watering, 3 x's per week
Evaluation	Fall, Winter, Spring
Aeriation	2 – 3 per year
Verticutting	At least once per year
Overseeding	At least once per year

### Mowing

#### Maintenance Logs

A written log book shall be maintained for each field. This log shall be a bound log book with pages that cannot be easily removed without tearing. All entries shall begin with the date. Entries shall be made sequentially in a log type fashion. A copy of this log shall be made each Friday afternoon for the preceding week. This copy shall be submitted to the College the following Monday. Entries shall be made as follows.

1. Weekly condition of the field.
2. Adjustments to irrigation system.
3. All maintenance activities including mowing.
4. Any treatments applied to the field including the amount and rate of the application.

Bermuda grass fields shall be maintained between 1” and 2” in length during the school year. Exact height shall be as coordinated with the Athletic Director or coach that is the primary user of that field.

Mowing intervals shall be determined such that no more than 33% of the grass length is cut during mowing.

Off season mowing can be reduced to once per week to allow other field maintenance work. Grass level shall be reduced gradually to playing height prior to the playing season following the 33% rule above.

Pick up all trash, sticks, and rocks prior to cutting.

Review and recommend maintained mowing height based on, the season, and anticipated rain conditions. Maintain longer grass in drought situations if directed to do so in writing by the Maintenance Department management.

### Trimming

Trim areas that mowers cannot go with weed eaters or push mowers.

Weed control shall be maintained and constantly improved. Weeds shall be treated in the pre-emergent state and in the emerged state.

If the fertilizer option is selected the fertilizer program shall include pre-emergent weed treatment.

Weed treatment shall include spot treatment and full field treatment.

Provide a fertilizer program including material and labor associated with applying fertilizer to the field.

Athletic fields shall be aerovated or verticut at least once per year during the off season. Allow at least four weeks recovery prior to the next athletic event.

### Top Dressing

Each summer the field shall be evaluated by the contractor for top dressing. If deemed necessary and if College funds are available to purchase the materials, this contractor will receive and place the materials using the top dressing machine.

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Wear areas and holes shall be kept filled with a sand/soil mixture to allow safe play and promote turf growth. During the summer wear areas shall be patched with turf from outside the play area.

### **Clay infields**

Clay areas shall be maintained in a playable condition during the actual season including preseason training and post season play.

All clay work shall be evaluated two months prior to the baseball or softball season beginning. Trimming of the infield, addition of clay, resetting bases, and reworking the pitcher's mound shall be done at this time.

Clay areas shall be maintained free of weeds, rocks, and sticks.

During baseball and softball seasons, clay areas shall be drug each day prior to use. This includes preseason practices.

Clay shall be wetted down prior to dragging.

Infield areas shall be re-trimmed annually to remove the lip that forms around the infield. No more than a 2" rise is acceptable.

Awarded vendor shall purchase, place, and spread the clay.

### **Striping and lining for games**

Field striping will be required for all games. Game striping should be done the day of the game. All chalk lines shall be done fresh for each game for games starting M-F 8 am through 4 pm.

Lining configurations shall be coordinated with the coaching staff for that sport and must be acceptable to the game officials. Additional markings required by the officials will be done. Decorative markings on the field shall be done by volunteers or booster clubs and are not part of this contract.

Game striping after hours, Saturdays, Sundays, and during school breaks or holidays shall be done by college staff. Equipment and templates for lining shall be left secured but available to the college staff.

### **Grounds maintenance supplies**

All materials needed to perform the work described in this specification are to be provided by this contractor unless specifically identified to be provided by the College.

The contractor is to provide all manual hand tools needed to perform all work described in this specification. This contractor shall replace these as needed during the time of the contract. These tools include but are not limited to: Shovels, rakes, hoes, posthole diggers, Johnson bars, crow bars, picks, spades, screwdrivers, wrenches, sockets, socket drivers, pliers, channel locks, and hand held power tools.

The contractor shall supply and enforce the use of all personal protection equipment for their staff.

If pricing is equal the College has a preference for Green Certified products.

All products must be approved for use by local, state, and federal guidelines.

All products are to be used in strict accordance with the manufacturers written instructions for that product. Records of application must be logged for each application.

Products that are not safe, per the manufacturer's instructions once applied and dried shall not be used.

Herbicides and pesticides must be approved for the application and should be the least toxic product available for the job. MSDS sheets must be maintained.

### **Irrigation systems**

The College has existing irrigation systems for all Bermuda grass athletic fields. This contractor will become the primary operator of these systems. They will be responsible for operation, maintenance, and repair of these systems.

The College operates the irrigation systems X times per week for X minutes per zone. Irrigation levels are based on season, use, field condition, mandatory water restrictions and budget funds availability.

This contractor is expected to work as a partner to minimize water use while providing the specified level of field care.

A written log shall be kept on each athletic field. Effectiveness of irrigation shall be checked and logged weekly. Adjustments shall be made as noted.

Sprinkler heads shall be tested once per quarter. Heads that have low flow, level, or elevation problems shall be noted. Head issues shall be addressed within 2 weeks of being noted. Zone leaks and pumping issues shall be noted at this time as well. These problems shall be corrected within 1 week of being noted.

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### **Evaluation of Athletic Field Maintenance services**

Evaluations will be performed Fall, Winter, and Spring. The contractor shall send a management level representative to the evaluation. The decision of the Physical Plant Director or designee is final. The evaluation process will utilize spot checking to verify the landscaping activities listed in this specification. For fields beginning with more than 50% Bermuda grass this evaluation will include comparison of turf growth. For fields with less than 50% Bermuda grass baseline the comparison will be primarily on lack of holes and wear areas. Each site will receive an "A" through "F" letter grade on the conditions found. Our goal is to have all score B's or better.

A – Excellent, no bare wear holes. Bermuda grass has increased by more than 10% over previous reading. All athletic events addressed.

B – Acceptable, minimal bare wear holes. Bermuda grass has increased by more than 5% over previous reading. All wear areas are filled. All athletic events addressed.

C- Needs Improvement, Field turf is not growing strong. Bare areas and wear holes prevalent. Bermuda grass may have decreased by up to 3% over previous reading. All athletic events were addressed. Turf health is in slow decline. If a contractor has 2 or more C's or lower in one year the College will not renew the contract for the following year

D – Unacceptable. Weeds prevalent throughout the field. Bermuda grass has decreased by more than 5% over the previous reading. Wear areas unfilled in more than 10% of the field. Turf in moderate decline. Missed one athletic event. Improvement not noted or improvement needed in many areas. The contractor will be given 4 weeks to correct. If improvement to a C or better is not noted during that time procedures to cancel the contract will begin.

F – Gross lack of care or missing multiple athletic events. Immediate change required to prevent cancelation of the contract agreement. This includes failure to show up to do the agreed work. The contractor will be given 2 weeks to correct. If improvement to a C or better is not noted during that time procedures to cancel the contract will begin.

If a total of three (3) out of five (5) exterior surfaces are found to be unacceptable, the exterior surfaces will be deemed "unacceptable."

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## **Additional Provisions**

### **Qualifications and conduct of employees**

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor's responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

The Contractor will:

10. Require all employees to report for duty in PSC approved uniforms with logo and approved photo ID badges while on campus.
11. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal.
12. Prohibit employees from disturbing papers on desk (must dust/clean around items on desk), opening desk drawers and cabinets, or using the telephones, computers, or office equipment provided for College use.
13. Require employees to comply with instructions pertaining to conduct and building rules and regulations.
14. Ensure employees do not have access to buildings or PSC property unless on official duty.
15. Conduct a national criminal background check on all prospective employees before hire for the PSC premises. The contractor will reject any person whose criminal background demonstrates he/she failed to report criminal convictions accurately on the contractor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence, or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her employment will be forbidden to be employed by the contractor for PSC. All provision of Chapter 435 F.S. must be followed.
16. Ensure all applicable employment laws are followed.
17. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in cleaning supervision, sufficient in scope to meet the approval of PSC's representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all custodial services personnel. Supervision shall also be responsible for monitoring the work order management software or email to ensure work orders are completed in a timely manner.
18. Provide, for approval by the college, a chain of command for management and supervision for all contractor staff at each location. The contract shall provide PSC's representative written list of all key employees and should update upon changes.

### **Complaints**

Customer complaint records will be maintained by the College representative(s). For each customer complaint, the College representative shall document the incident and report it immediately to the Contractor. The College representative will then investigate the complaint, accompanied by the Contractor's representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a "valid complaint." For every one "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from customer complaints.

### **Student Activities and College Events**

The Contractor shall schedule sufficient staff at no extra charge for College special events which shall include but not be limited to cleaning and setting up areas for special events as specified, as may be required from time to time. The College will notify the Contractor at least twenty-four (24) hours prior to requirement. In the event that the College requests special project assistance or special services outside the scope of this contract, the Contractor shall provide



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such extra labor on a cost plus basis, not including materials. All such work shall be performed outside of, and exclusive of, the normal scope of scheduled services. External Functions not related to the college will be charged at the stated hourly rate.

### **Other Requirements**

The College reserves the right to add or decrease the size to this contract due to new construction, remodeling projects, or adding another campus under the same terms, specifications, and conditions of this contract. The rates for the new areas will be based upon the average price by size under this contract.

The Contractor shall report all broken fixtures, glass, burnt out lights, and other facilities maintenance needs to the Pensacola State College representative on the established computerized maintenance request.

The Contractor shall provide a quality assurance review report and meet with the campus representative monthly or as requested to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

The Contractor and any Subcontractors must supply all equipment that is needed to provide full scope of services as stated in this RFP. The College has the equipment which may be used by the contractor. The College is not responsible for any repairs, maintenance, or replacement of inoperable equipment. The contractor shall be responsible for any replacement equipment required. Contractor will notify PSC of any non-repairable equipment and the College will follow the appropriate College Procedure for disposal. PSC will furnish storage space throughout the campuses for contractor's materials and equipment. It is the contractor's responsibility to maintain these areas in a neat and orderly manner. This equipment will be identified during the pre-bid meeting.

The Contractor will take all steps necessary to protect the public and nearby property from damage during lawn care and maintenance activities. Any damages to the College's property as a result of the vendor must be remedied by the awarded vendor.

### **Cost Increases**

Any annual cost increase request must be submitted to the Director or Purchasing and Auxiliary Services by April 1<sup>st</sup> for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase.

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## Annual Exterior Pressure Washing

Awarded vendor shall provide all labor, materials, and equipment required to perform the following:

Price quotation for outside twenty-five (25) feet away from each building.

Pressure cleaning services shall consist of one (1) complete cleanings per year of all buildings and sidewalks on campuses. All exterior surfaces shall be completely pressure/steam cleaned including all walls, stains, bricks, columns, fascias, soffits, copper sidings, flashings, roof trim, screens, under hangs, overhangs, canopies, gazebos, all covered/uncovered walkways, sky lights, trestles, doors, windows, lights, rails, vents, ledges, recesses, wood grates, signs, stairwells and any other exterior surfaces not listed.

**The work can be subcontracted out to vendors who are experienced with pressure washing applications.**

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 representative.

Safety requirements for pressure washing:

- All work procedures and all equipment provided to each employee must meet all [Occupational Safety and Health Administration \(OSHA\)](#) and [American National Standards Institute \(ANSI\)](#) standards.
- 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.
- All public areas must be clearly marked "DANGER-WORKERS ABOVE" and visible from thirty (30) feet of any possible danger. All people shall be directed around work to a point of safety from ladders, staging, boom lifts, boatswain chairs, etc.
- All rigging points for staging or boatswain's chair must withstand 5,700 pounds of tension strength.
- No walking, standing or working on any ledges, sills, etc.
- The Contractor will be responsible for any foliage, lawn, roof, wall, carpet or other building damage. The Contractor 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.

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## Changing of Light Bulbs

Vendor shall install interior and exterior light bulbs to 12' height as the bulbs quit working. Pricing for this category will be based on 1) labor and materials to install bulbs 2) labor only with the college providing the supplies. Vendor's staff will be responsible for reviewing areas where bulbs no longer work and replace within X days. Vendor is responsible for disposal of bulb waste. This does not include exterior pole lighting.

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## Changing of HVAC Filters

Vendor shall remove and replace HVAC filters on a monthly basis. Pricing for this category will be based on 1) labor and materials to replace HVAC filters 2) labor only with the college providing the supplies. Vendor's staff will be creating and maintaining a rotating schedule to ensure filters are changed monthly.

College estimates the following:

Master List	Annual Quantity Case Count
12 x 24 x 2	3
12 x 24 x 4	7
14 x 20 x 2	2
16 x 20 x 2	10
16 x 20 x 4	7
16 x 24 x 4	5
16 x 25 x 2	7
20 x 20 x 1	4
20 x 20 x 2	8
20 x 24 x 2	7
20 x 24 x 4	6
20 x 25 x 2	10
24 x 24 x 4	10
24 x 24 x 2	5
18 x 24 x 1	4
18 x 18 x 1	2
30 x 30 x 1	2
20 x 25 x 4	6

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# Evaluation

## Evaluation Matrix

To insure that all RFP's are fairly evaluated, scored and ranked, it is very important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

**Point System:** All proposals will be evaluated on the following point scale.

<b>1.Scope of Services</b>	<b>15 Points</b>
<b>2.Adequacy of Staffing and Supervision</b>	<b>20 Points</b>
<b>3.Related Experience</b>	<b>20 Points</b>
<b>4.Safety Program/Training of Personnel</b>	<b>15 Points</b>
<b>5.Information Systems</b>	<b>5 Points</b>
<b>6.Distance to Sites</b>	<b>5 Points</b>
<b>7.Proposed Fee Schedule</b>	<b>20 Points</b>
<b>Total Written Proposal</b>	<b>100 Points</b>

### SHORT LISTED FIRMS ONLY

<b>8.Interviews</b>	<b>40 points</b>
<b>9.Financial Statements</b>	<b>10 Points</b>
<b>Total Interviews</b>	<b>50 Points</b>

<b>Total Written Proposal + Interviews and Financials</b>	<b>150 Points</b>
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## Evaluation Criteria

Award of any contract(s) will be based on the following criteria, as addressed in the Request for Proposals by the Firm. References to "project" in the evaluation criteria are related to potential projects within the services described in this Request for Proposals. Please separate proposal into the following categories:

### 1. Scope of Services

- Describe your depth of understanding of the work.
- Clarify your firm's capacity to provide the services successfully.
- Include quality assurance procedures to be utilized.
- Indicate your willingness to work with the Pensacola State College staff in the creation and implementation of site specific work-orders and task plans.

### 2. Adequacy of Staffing and Supervision

- Describe the typical organizational structure to be used to staff our facilities and the responsibilities of each staff member.
- Provide a brief resume; no more than one page each, of proposed Site Supervisor(s) and other key positions.
- Provide an organizational chart for each campus. Indicate which positions are full and part-time. Include an organizational chart showing corporate support, if applicable.
- Provide staff qualifications including job descriptions which indicate minimum qualifications required.
- Pensacola State College recognizes in order to recruit and retain quality personnel, the Proposer may offer a package of benefits including, life insurance, health insurance and paid leave, among other potential benefits. Please indicate which of these or other benefits are provided to employees and if the company or employee pays the expense.
- Indicate the Proposer's plan to minimize turnover and assure the highest rates of retention. Provide a 5 year history of turnover for all previous contracts.
- Indicate the Proposer's plan for current grounds and athletic field employees as outlined.

### 3. Related Experience

- List all clients currently under contract.
- Include information on previous and current experience with commercial contracts of similar size and/or dollar value.

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- Include reference letters from the client on each of the 3 most closely related agencies or businesses. References are to be specific to the Proposer. The references shall include the company name, address, contact, email address, and phone number. References shall not include Pensacola State College employees or members of the Board of Trustees.
  - Provide a summary of any litigation, claim, or contract dispute(s) which have been finalized and/or decided by a Court of Law, which were filed by or against the Proposer in the past five years. Include a summary of the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved.
4. **Safety Program/Training of Personnel**
- Provide a copy of the Proposer's Training Plan to include, but not limited to the following:
  - Management's Safety Policy Statement
  - Hazard Assessment and Safety Planning processes
  - Occupational Safety and Health/Staff training plans
  - Blood borne pathogens and clean-up plans
  - Diver safety training, including vehicle and golf-cart operations
  - Orientation Program
  - On-going training and experience requirements
  - Data to support the existence and quality of the programs your firm brings to the operation with respect to providing a safe and secure workplace.
5. **Information Systems**
- Describe the functions and capability of your computer based contract management and information systems as they relate to providing Pensacola State College with invoices, reports, schedules, work orders, etc.
6. **Distance to Sites**
- Indicate the primary location of the firm's office which will have direct responsibility for this contract. If the distance from the project exceeds 60 miles, describe how the project would be effectively managed or what limitations, if any, in services the College might expect as a result of the distance.
7. **Financial Statements**
- One copy of the company's **financial statements** for the last **three (3) years** is required. Internally prepared, compiled, reviewed and audited statements are acceptable. The College may require the Firm to submit additional financial information necessary to evaluate the Firm's financial ability to perform the project and to respond to damages in the event of litigation pertaining to errors and/or omissions in providing professional services. These statements may be audited by someone outside of the evaluation committee.
8. **Proposed Fee Schedule**
- Provide Pricing schedule on the Price Proposal Form.
  - The proposed rates shall remain firm for the first year of the contract term and shall include all charges incurred in fulfilling the terms of this contract.
  - Each year following the initial year of the contract, upon the Contract's written request with ninety days' notice prior to the expiration of the current year term, a rate increase may be requested. All increases related to changes in wage laws and other applicable laws will not be retroactive and can only be granted for the following year of service. When wages are affected by changes to wage law, only the specific positions affected by the wage law will be reviewed to determine the increase. There will not be an overall increase by percentage for a wage law increase. An increase in the contract rates will require prior written College approval.
  - Provide the proposed annual price increase index/criteria after the first year.

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## **Evaluation Process**

### **Evaluation Method**

The College will appoint an evaluation committee to evaluate proposals, and to recommend a ranked short list of finalists for oral evaluation or second phase review.

The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.

The evaluation committee will evaluate and rank all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.

### **Non-Responsive Proposals**

Non-responsive proposals will be rejected by the Purchasing Department, and may not be distributed to the evaluation committee for consideration. Additionally, the evaluation committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:

1. Failure to sign the proposal
2. Failure to acknowledge addenda (unless all changes are not material)
3. Failure to provide required submittals/documentation
4. Submission of a late proposal
5. Firm does not meet minimum requirements

### **Short Listing**

Upon completion of the evaluation of all written proposals, the evaluation committee shall recommend a ranked short list of firms.

Only those firms with the highest scores rated in accordance with the above criteria and their weights will be ranked.

The list of short listed firms will be posted in the Office of Purchasing and Auxiliary Services and may be posted to/in additional areas.

### **Notification of Short Listing**

An email will be sent to those firms who have been short listed.

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## Instructions to Bidders

1. **RESPONSE REQUIREMENTS:** To ensure that all Proposals are fairly evaluated, scored, and ranked, it is very important that the Proposals are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your Proposal.
  - A. To be considered, one (1) original and four (4) copies as well as one (1) digital on either a CD-ROM or USB flash media in PDF format of each Proposal must be received as indicated with the request for proposal guidelines. Proposal should be mechanically bound and should be limited to not more than 40 (8.5 inch x 11 inch) pages printed on one side excluding covers, dividers, entire original RFP and the requested forms in the RFP. Oversize pages will be counted as two pages. Submissions in excess of 40 pages (aside for the required forms) will not be disqualified; however, clarity, conciseness, and brevity will be evaluated in completeness and responsiveness.
  - B. Do not alter the RFP in any way. Do not take it apart to use it in sections of your proposal. The entire RFP will become part of the final contract between the College and the Firm.
  - C. The complete Proposal responding to the RFP must include a completed bid form.
  - D. The Proposal shall be signed by a person or persons legally authorized to bind the Firm to a contract. A Proposal submitted by an agent shall have a current Power-of-Attorney attached certifying agent's authority to bind Firm.
  
2. **PROPOSAL FORMAT:**
  - A. For ease of evaluation:
    1. The proposal should be submitted on 8 ½ x 11 paper
    2. Portrait Orientation, with headings and sections numbered
    3. The sections should be separated by using divider tabs for easier reference
    4. Ensure all information is typewritten
  - B. The proposal should be divided by tabs into sections with references to parts of the RFP done on a section-by-section basis.
  
1. **PROPOSAL SUBMITTAL:**
  - A. **Basic Submittal Information:**
    1. **Letter of Intent:** This letter will summarize in a brief concise manner, the firm understands the Scope of Work and will make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed one (1) page in length.
    2. **Acknowledgement of Addenda:** Include a sheet acknowledging the last/final addendum issued by the College, if applicable.
    3. **Bid Form**
    4. **Proposal Certification Form**
    5. **W9 Form**
    6. **Corporate Information:** If firm is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying firm's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the state of Florida.
    7. **Subsidiaries:** Name any subsidiary or affiliated companies in which principals have a financial interest. Explain in detail the principal's interest in this company.
    8. **History of Firm:** Indicate in chronological order the firm's history.
    9. **Bankruptcy:** Indicate whether your firm has filed for bankruptcy within the previous seven (7) years.
    10. **Drug Free Workplace (DFW):** If applicable provide a statement concerning the firm's status as a drug free workplace.
    11. **Properly signed additional forms. All forms should be submitted.**



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**B. Proposal Scope**

Provide as separately divided tabs

- Scope of Services
- Staffing and Supervision
- Related Experience
- Safety Program/Training of Personnel
- Information Systems
- Distance to Sites
- Financial Statements
- Proposed Fee Schedule, Include Completed Bid Form

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## General Conditions

Professional firms submitting proposals must be certified, licensed and insured to do business in the State of Florida in compliance with all applicable laws and statutes.

**Firms:** To insure acceptance of the Bid, follow these instructions.

**SEALED BIDS:** The number of the Bid and the date of opening shall be shown on the envelope containing each Bid. Firms are requested to show their name and address on the envelope. All Bids are subject to the conditions specified herein and on the attached Bid documents.

Completed bids must be submitted in a sealed envelope. **Telegraphic (fax, email, telegraph, telephone) Bids will not be accepted.**

1. **EXECUTION OF BID:** Bids must contain an original manual signature of an authorized representative. Failure to properly sign the Bid may invalidate same, and it may not be considered for award. All Bids must be completed either handwritten in ink or typewritten.
2. **NUMBER OF COPIES:** Firms shall submit one (1) original and three (3) copies. This quantity is required so that a full and complete copy of your Bid can be provided to each member of the selection committee.
3. **PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a bid to this solicitation. Regardless of the outcome of this ITB, all Bids submitted in response to this ITB, conference attendance and visits to Pensacola State College are at the sole expense of the Firm.
4. **QUALIFICATIONS SUBMISSION:** The College will receive bids at the Purchasing Office. The outside of the sealed envelope/container must be identified as follows:
  - Firm's name
  - Return address
  - ITB number and title
  - Due date and time
  - Deliver to:  
Pensacola State College  
Director of Purchasing & Auxiliary Services, Cassie Boatwright  
1000 College Blvd.  
Building 7, Room 737  
Pensacola, FL 32504
5. **DUE DATE AND TIME:** **The date and time will be carefully observed. Bids received after the specified date and time shall be returned unopened.** The College will not be responsible for late deliveries or delayed mail. The time stamp located in the Purchasing Office shall serve as the official authority to determine lateness of any Bid. **Receipt of the Bid in the Purchasing Department after the date and time specified, due to failure by the firm to provide the above information on the outside of the envelope/container shall result in the rejection of the firm's Bid.**

The firm may submit the Bid in person or by mail/courier service. The College cautions firms to assure actual delivery of mailed or hand delivered Bids prior to the deadline set for receiving Bids.
6. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Firms of all changes in an addendum.
7. **REVISIONS AND AMENDMENTS:** The College reserves the right to revise, amend the specifications and/or drawings, or both prior to the date set for opening of ITB. Such revisions and amendments, if any, will be announced by an addendum to the ITB. If the revisions and amendments are of a nature which require material changes in quantities (if applicable) or prices (if applicable), the date set for the opening of the ITB may be postponed by such number of days as in the opinion of the Director of Purchasing and Auxiliary Services that will enable Firms to revise their ITB. In such cases the addendum will include an announcement of the new ITB opening date. The firms shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their Bid. Addenda will be posted to <http://www.pensacolastate.edu/business-psc/>
8. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All firms must disclose with their Bid the name of any officer, director, or agent who is also an employee of the

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College. Further, all firms must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm's firm or any of its branches.

9. **DISQUALIFICATION:** Any or all Bids will be rejected if there is reason to believe that collusion exists between firms. Bids in which the prices obviously are unbalanced may be subject to rejection.
10. **BID WITHDRAWAL:** Firms may withdraw their Bids by notifying the College in writing at any time prior to the time set for the Bid deadline. Firms may also withdraw their Bids in person or through an authorized representative. Firms and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with the requirements of the ITB. Once opened, all Bids become the property of the College and will not be returned to the firms.
11. **POSTING OF RESULTS:** Bid tabulations with recommended awards will be posted to <http://www.pensacolastate.edu/business-psc/> and it will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
12. **ADDITIONAL INFORMATION:** No additional information may be submitted, or follow-up performed by any firm after the stated due date of a formal presentation to the selection committee, unless specifically requested by the College.
13. **CONTRACTUAL AGREEMENT:** This Request for Qualifications in its entirety shall be included and incorporated in the final contract awarded as a result of this Request for Qualifications. The order for contract precedence will be the contract, Bid document and response. Any and all legal actions associated with this Request for Qualifications and/or the resultant contract shall be governed by the laws of the State of Florida. In the event the language in the contract itself should conflict with the terms of this ITB, the contract shall prevail. There is no obligation on the part of the College to enter into any contract as a result of this ITB. The College reserves the right to enter into one contract with a single firm for all services, or award multiple contracts to multiple firms, whichever is in the best interest of the College and based on the criteria listed in this ITB, pursuant to 119.071 (2), Florida Statutes.
14. **PUBLIC RECORDS:** Upon award or thirty (30) days after opening, whichever is earlier, Bids become "public records" and shall be subject to public disclosure consistent with chapter 119.07(1), Florida Statutes. Firms must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Firms are hereby notified that any part of the Bids, or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).
15. **INQUIRIES/INTERPRETATIONS:** All firms shall carefully examine the ITB documents. Firms are expected to examine, as applicable, the terms and conditions, specifications, Scope of Work, delivery schedule, Bid prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Purchasing Department no later than the date specified within the ITB schedule. Any interpretation or changes to the ITB will be made in the form of a written addendum.
16. **QUALIFIER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional Bid.
17. **PUBLIC OPENING/EVALUATION:** Bids shall be publicly opened on the date and time specified herein unless changed by Addendum. A Bid may not be altered after the opening of the Bids. A late modification of the Bid from the otherwise successful Firm offering more favorable terms to the College will be accepted. Upon receipt of Bids, a selection committee will select qualified candidates based on criteria contained herein. At the discretion of the Director of Purchasing and Auxiliary Services, qualified short listed responders will be contacted to give oral presentations after the initial review of all Bids.
18. **ACCURACY OF QUALIFICATION INFORMATION:** Any firm which submits in its Bid to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
19. **ADVERTISING:** In submitting a Bid, the firm agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.
20. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITB prior to their performance, it shall be the responsibility of the firm to notify the Purchasing Department at once,

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indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.

21. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where firms are required to enter or go onto the College property to deliver materials or perform work or services as a result of a Bid award, the firm will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The firm shall be liable for any damages or loss to the Board occasioned by negligence of the firm (or agent) or any person the firm has designated in the completion of the contract as a result of his or her Bid.
22. **DRUG FREE WORKPLACE:** Whenever two or more Bids which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a Bid received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
23. **CANCELLATION:** In the event the contractor violates any of the provisions of this Bid, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days immediate cancellation may be made. Pensacola State College reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.
24. **TERMINATION:** The Firm will serve at the will and pleasure of the College. Either party may cancel the Contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the Contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the Firm 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, except as otherwise directed by the College, the Firm shall:
  - Stop orders/work on the date and to the extent specified.
  - Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
  - Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.
  - Continue and complete all parts of the work that have not been terminated.

If a contract is awarded as a result of this ITB and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate and award a new contract to the next ranked firm or to issue a new ITB, whichever is determined to be in the best interest of the College.

25. **SEVERABILITY:** If any provision of a contract resulting from this ITB 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.
26. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-firm or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By signing the Bid, the vendor attests they have not been placed on the convicted vendor list.
27. **ACCEPTANCES AND REJECTION:** The College reserves the right to reject all Bids, to waive any informalities and technicalities, and to solicit and re-advertise for new Bids, or to abandon the project in its entirety. The College reserves the right to make the award to that firm 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 Bid of any firm 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.
28. **JOINT VENTURES:** Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this ITB.

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29. **DISPUTES AND PROTESTS:** Failure to file a protest within the amount of time prescribed in FS 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
30. **FAMILIARITY WITH LAWS:** All firms are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this ITB. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
31. **EQUAL OPPORTUNITY:** The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, religion, age, disability, marital status, national origin, and gender. The firm agrees to make no distinction in its employment practices on the basis of race, color, religion, age, sex, marital status, or national origin and neither shall discriminate against any qualified person with disabilities in such practices. Firm agrees to adhere to any and all applicable State and Federal Civil Rights Laws. Pensacola State College does not discriminate on the basis of race, ethnicity, national origin, gender, age, religion, marital status, disability, sexual orientation and genetic information in its educational programs and activities. The following person has been designated to handle inquiries regarding non-discrimination policies: Dr. Gael Frazer, Assoc. Vice President, Institutional Diversity at (850)484-1759, Pensacola State College, 1000 College Blvd. Pensacola, Florida 32504
32. **MINORITY BUSINESS ENTERPRISE PARTICIPATION:** The College strongly encourages small, minority and/or women owned Firms or joint venture Firms to submit Bids. Minority/Women Business Enterprises that file false status of their M/WBE status may be found guilty of a felony of the second degree and be barred from bidding with Pensacola State College for thirty-six (36) months pursuant to 287.094 Florida Statutes. Contractors should take all necessary and reasonable steps to ensure minority businesses have the opportunity to compete and perform contract for the College in a nondiscriminatory environment. The awarded contractor will be asked to submit quarterly reports showing actual expenditures with MBE subcontractors used.
33. **DEFAULT:** In the event of default on a contract, the successful firm shall pay to the Board, as liquidated damages \$210.00 per day. Further, the successful firm shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.
34. **INVOICING AND PAYMENT:** Payment will be made by the buyer after the service awarded to a firm has been received, inspected, and found to comply with award specifications, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
- Timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order or contract, and submit to Accounts Payable at the address indicated on the purchase order.
  - All invoices shall clearly referencing the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
  - The invoice shall also contain the firm's Federal Employer Identification Number (F.E.I.N.).
  - Pensacola State College terms are "Net 30" after acceptance of goods or services and receipt of an acceptable invoice as described herein.
  - The College reserves the right to pay invoices via credit card payment without additional fees.
35. **ANTI-DISCRIMINATION:** The firm certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
36. **OSHA:** The firm warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
37. **AFFIRMATION:** By submission of a Bid, the firm affirms that his/her Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Firm agrees to abide by all conditions of this ITB and the resulting contract.
38. **INDEMNIFICATION:** To the fullest extent permitted by law, the firm shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of

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or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the firm or other person utilized by the firm in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

The firm, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the firm. Further, if such a claim is made or is pending, the firm may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the firm and receive reimbursement. If the firm used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

39. **VERIFICATION OF EMPLOYMENT:** In accordance with State of Florida Office of the Governor executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Pensacola State College.
40. **PROHIBITION AGAINST CONTINGENT FEES:** By submitting the Firm's Bid, the Firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the Firm from future contracts with Pensacola State College for a period up to five (5) years.
41. **OPEN COMPETITION:** The College encourages free and open competition among Firms. Whenever possible, specifications, qualification invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The Firm's signature on its Bid guarantees that the Firm, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the College.
42. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
43. **DEBARMENT:** Pensacola State College, when using Federal funds may not solicit offers from, award contracts to or consent to sub-contract with contractors debarred, suspended or proposed for debarment, and may disapprove or not consent to the selection (by a contractor) of an individual to serve as a principal investigator, as a project manager, in a position of responsibility for the administration of Federal funds, or in another key personnel position, if the individual is listed in the Excluded Parties List System (EPLS). Also, the College shall not conduct business with an agent or representative of a contractor if the agent's or representative's name is listed in the EPLS. The College shall review the EPLS before conducting a pre-award survey or soliciting Bids, awarding contracts, renewing or otherwise extending the duration of existing contracts, or approving or consenting to the award, extension, or renewal of sub-contracts.
44. **LOBBYING:** Firm or Contractor is prohibited from using funds provided under this ITB for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
45. **RECORDS OF RETENTION:** Contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General as per Federal Acquisition Regulation 52.212-5 Subpar 4.7.

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46. **ASSIGNMENT:** Neither this Request for Qualifications nor any duties or obligations assumed under any agreement or contract(s) resulting from this Request for Qualifications shall be assigned by Firm without prior written consent of the College.
  47. **FIRM WARRANTY OF ABILITY TO PERFORM:** Firm shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the Firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the Firm's obligations or diminish the Firm's obligations or diminish the Firm's financial ability to perform the terms of any proposed contract with the College.
  48. **INDEPENDENT FIRM:** Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Firm the agent or representative of the College for any purpose in any manner whatsoever. Firm is, and shall remain, an independent contractor with respect to all services performed.
  49. **QUALIFICATIONS MODIFICATION:** A Firm may change the Bid at any time prior to opening; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Bid, which are addressed in the same manner as the Bid, and are received by the College's Director of Purchasing and Auxiliary Services, Attn: Cassie Boatwright before the scheduled opening time will be accepted. The Bids, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope; which is plainly marked A Modification of Qualifications with the Firm's name.
  50. **AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2010:** If special accommodations are required in order to attend the Pre-Bid meeting and/or the Statement opening, contact Cassie Boatwright, Director of Purchasing and Auxiliary Services at [purchasing@pensacolastate.edu](mailto:purchasing@pensacolastate.edu)
  51. **PROPOSED MATERIALS:** The material submitted in response to the Request for Qualifications becomes the property of the College and is to be appended to any formal document, which would further define or expand the contractual relationship between the College and the Firm.
  52. **PROPRIETARY MATERIAL:** All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
  53. **OWNERSHIP OF WORK PRODUCTS:** The College will be considered the owner of all work products produced under any contract that results from this ITB.
  54. **ERRORS AND OMISSIONS:** The Firm is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Firm suspect any error, omission, or discrepancy in the specifications or instructions, the Firm shall immediately notify the College, in writing, and the College shall issue written instructions to be followed. The Firm is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB.
  55. **FIRM'S RESPONSIBILITY:** It is understood and the Firm hereby agrees it shall be solely responsible for all services it proposes, notwithstanding the detail present in the ITB.
  56. **BID REJECTION:** The College shall have the right to reject any or all Bids and in particular to reject a Bids not accompanied by data required by the ITB or a Bids in any way incomplete or irregular. Conditional Bids will not be accepted.
  57. **PERFORMANCE INQUIRY:** As part of the evaluation, the College may make inquiries to determine the ability of the Firm to perform the work. Please provide references as stated in the Previous Experience section of the Instructions for Preparing Bids in this ITB, preferably from other educational institutions, that shall include the complete name, address, telephone number, and contact person.
  58. **GOVERNING LAW AND VENUE:** This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Firm hereby agree that venue shall lie in Escambia County, Florida.
  59. **BID BOND:** A bid bond or deposit in the amount of five percent (5%) of the base bid will be required to accompany each bid, as guarantee that the successful bidder, will enter into a contract with the Owner, if desired by same. Any deposit must be in the form of a Certified Check, or a Cashier's Check. The bid bond or deposit will be held as liquidated damages, in the event that the successful bidder refuses to enter into a contract with the Owner. In addition, the successful bidder shall provide a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond(s), with a surety insurer authorized to do business in the State of Florida as surety, satisfactory to the Owner.

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**60. PERFORMANCE AND PAYMENT BOND:** For individual projects at \$200,000 or more, a payment a performance bond shall be in a sum not less than 100% of the project amount where the bonding company would be required to complete the contract to its expiration and pay any additional premium cost involved for a second contractor to complete the work. The College must be completely satisfied with the surety company and the surety company must be licensed to conduct business in the State of Florida. The bonds, along with the appropriate Power of Attorney, shall be delivered to the Director of Purchasing and Auxiliary Services no later than 7 calendar days after receipt of the notice to award of the project.

**61. TAX EXEMPTION**

The College does not pay federal, excise, and state sale taxes. The applicable tax-exempt numbers are: Florida Sales Tax: 85-8012557294C-2 and FEID # 59-1207555.

**65. INSURANCE REQUIREMENTS**

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

**A. Minimum Limits:**

1. General Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
  - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$500,000 for each person
  - b. Not less than \$500,000 for each incident
  - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
  - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
  - b. \$100,000 for each disease
  - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
5. The Contractor shall provide builder's risk insurance, at replacement cost, covering the full value of the construction being performed, including where applicable, the existing structure. Such policy shall be written on causes of loss special form policy, and shall include coverage for reasonable compensation for the Architect/Engineer's services and expenses required as a result of such insured loss. This insurance shall insure the interests of the Contractor, subcontractor and sub-subcontractor in the Work. Property covered by the insurance shall include temporary building(s) or structure(s) at the Project site, other than any of Contractor's office trailer(s). In addition, such insurance shall cover portions of the Work stored off the site, after written approval from the College, at the value established in the approval, and portions of the Work in transit. The District Board of Board of Trustees, Pensacola State College shall be named as additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interest endorsement.

The deductible under the policy shall not exceed \$5,000.00. The College shall not be liable for amounts that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

When the Work includes the repair, removal, installation and/or testing of live steam boilers, valves, pipes or lines, then such insurance shall include boiler and machine coverage, written on an ISO form or its equivalent.

A loss or losses insured under this insurance policy shall be adjusted by the Contractor and its insurance company. The Contractor shall repair or replace the damaged property with the proceeds from the builder's risk policy. The Contractor shall be responsible for all damages and necessary repairs whether or not the loss is covered by the builder's risk policy.



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6. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with not less than the following limits:  
Personal Injury Liability: \$500,000 Each Person and \$1,000,000 Each Occurrence  
Bodily Injury Liability: \$500,000 Each Person and \$1,000,000 Each Accident  
Property Damage Liability: \$100,000 per Claimant and \$500,000 per Occurrence.

A copy of the policies shall be filed with the Owner, with the signed construction contract. This insurance shall include the interests of the Owner, the Contractor, Subcontractor, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment.

**B. Conditions:**

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
3. The College's Director of Purchasing and Auxiliary Services or designee may verify ratings at A.M. Best's website: [www.ambest.com/](http://www.ambest.com/) (regarding item 1B2 above)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

**1. MISREPRESENTATION:**

Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the Bid and rescission of any ensuing contract.

Company		
Total Annual Cost for Custodial Services, as specified	\$ _____	
Total Annual Cost for Landscape Maintenance, as specified	\$ _____	
Total Annual Cost for Landscape Maintenance, excluding Milton Campus and Century Center	\$ _____	
Total Annual Cost for Athletic Field Maintenance, as specified	\$ _____	
Total Annual Cost for Athletic Field Maintenance, excluding Milton Campus	\$ _____	
Total Annual Cost for Annual Power Washing, as specified	\$ _____	
Total Annual Cost for Light Bulb Changing, as specified	Labor Only	
Total Annual Cost for Filter Changes, as specified	Labor Only	Labor & Materials
Hourly rate for Custodial Services, as needed	\$ _____	
Hourly rate for Grounds Services, as needed	\$ _____	
Annual rate for trash service including dumpsters	\$ _____	
Payment Terms: Net 30 days or prompt payment discount of _____%, _____ Days offered by Proposer.		
Length of time company in business	_____ Years	
How many major (70,000 sq. ft. + ) similar contracts have your contracted?	_____	
How many people does your company directly employee?	_____	

References			
Company	Contact Name	Contact Phone	Contact Email

**Company Information**

Corporate Name		DBA Name (if applicable)	
Purchasing Address	Street/PO Box		City
	State		Zip
	Email Address		
Remit to Address	Street/PO Box		City
	State		Zip
	Email Address		
Contact Person	Name		Phone #
	Email Address		
Address of Parent Company (if applicable)	Street/PO Box		City
	State		Zip
Check applicable boxes for ownership of company <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Asian Indian American <input type="checkbox"/> Native American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Disabled Veteran Attach current MBE/WBE Certifications			
_____		_____	
Authorized Agent Name	Signature	Date	

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**Drug Free Workplace**

The undersigned Firm in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_  
\_\_\_\_\_ does:

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 proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state 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 an 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.

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

\_\_\_\_\_  
Firm’s Signature

\_\_\_\_\_  
Date

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**Qualifications Certification**

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Signature \_\_\_\_\_

Name(s) and Title(s) \_\_\_\_\_

Legal Name of Firm \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Date \_\_\_\_\_

**NOTE:** Please return to Pensacola State College with your proposal.



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**Subcontractor and Consultants Disclosure**

Sub-Contract Area (Item/Specialty Contracted): \_\_\_\_\_

Company Name of Sub Contractor/Consultant: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Incorporation Date: \_\_\_\_\_ Corp. Charter No.: \_\_\_\_\_

Please indicate why their services will be required or their role in the project: \_\_\_\_\_

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

Sub-Contract Area (Item/Specialty Contracted): \_\_\_\_\_

Company Name of Sub Contractor/Consultant: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Incorporation Date: \_\_\_\_\_ Corp Charter No: \_\_\_\_\_

Please indicate why their services will be required or their role in the project: \_\_\_\_\_

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

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Firm's Signature

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Date

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## Public Entity Crimes Statement

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

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

This sworn statement is submitted to:

\_\_\_\_\_ (print name of the public entity)

By \_\_\_\_\_  
(Print name of entity submitting sworn statement)

Whose business address is

\_\_\_\_\_ And (if applicable) its Federal Employer Identification No. (FEIN) is:

\_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

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 public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal 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.

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, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

A predecessor or successor of a person convicted of a public entity crime: or

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.

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 proposals or applies to proposal 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.

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 have 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 the officers, directors, executive, 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**



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**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.**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_. My commission expires \_\_\_\_\_ (Type of identification)

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(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Firm, supplier, Sub-Firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Firm list.