
**College of Central Florida
Meeting of the District Board of Trustees
Wednesday, December 4, 2019, 3:00 p.m.
Appleton Museum of Art**

A G E N D A

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

RECOGNITION

PUBLIC COMMENT

CONSENT AGENDA

Routine Business

1. Adoption of Minutes
2. Personnel Actions
3. Property Donations/Dispositions
4. Curriculum Changes
5. 2019-2020 College Catalog Deletions

Agreements, Contracts, Leases

6. Agreement between PMMI Mechatronics and the College of Central Florida – Renewal
 7. Custodial Services Agreement between Owens, Renz & Lee Co. dba Owens Realty Services and the College of Central Florida
 8. Enterprise Lease Agreement between CF Foundation, Inc. and the College of Central Florida – Renewal
 9. Aquatic Center Lease Agreement Amendment
 10. Amendment to Giddens Security Corporation Agreement
-

OTHER BUSINESS

For Approval

11. Marion Technical College – Mid Florida Career Pathway Consortium
12. Budget Priorities for 2020-2021
13. College of Central Florida Foundation, Inc. 2020 Financial Memorandum of Understanding
14. The School Board of Citrus County Memorandum of Understanding for EMT Training

For the Record (First Reading)

- 15. Board Policies/Actions
 - 1. 3.13 - Signatures
 - 2. 3.30 - Hazing

Acknowledge Receipt

- 16. Financial Information – Monthly Financial Summary Report

For Information Only

- 17. Appleton Museum of Art Update
- 18. Collegewide Resource Alignment Update

BOARD CHAIR/TRUSTEE REMARKS

PRESIDENT'S REPORT

ADJOURNMENT

COLLEGE OF CENTRAL FLORIDA

1

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Minutes of the October 30, 2019 Meeting

INITIATOR: Dr. James D. Henningsen,
President

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

The college requests approval of the October 30, 2019 minutes of the meeting of the District Board of Trustees.

RECOMMENDATION/ACTION REQUESTED:

That the Board approve the minutes of the meeting of the District Board of Trustees held October 30, 2019.

The Chair called the regular meeting of the Board of Trustees to order at 3:00 p.m. on Wednesday, October 30, 2019 and asked that everyone stand to recite the Pledge of Allegiance. The meeting was held at the Ocala Campus.

Members Present: Joyce Brancato, Chair
Bobby Durrance, Vice Chair
Rusty Branson
Bill Edgar
James D. Henningsen, Board Secretary
Robert Batsel, College Attorney

Members Absent: None

Vernon Lawter, Chris Knife, Joe Mazur, Mark Paugh, Jillian Ramsammy, Saul Reyes, Jason Steuber, Carol W. Smith, Jennifer Fryns, Stephanie Cortes, Allan Danuff, Tammi Viviano-Broderick, Steve Ash, Karla Wilson, Holly McGlashan, Lynn Ruis, Maureen Anderson, Matt Matthews, Tina Banner, Joe Callahan, Robert Reynolds, Berry Davis, Jessica Kummerle and Sherri Hinkle

The Chair reported that the meeting had been properly noticed, the agenda was available one week prior to the meeting and there was a quorum present.

The Chair asked if there was anyone in the audience that wished to address the Board. As there were no requests for public comment, the Chair moved to the next item on the agenda.

Dr. Henningsen recognized the Student Advisory Board and Student Ambassadors for the Ocala campus. Also recognized were Mathew Danuff, President of the Ocala campus PTK and Danielle Bryan, Vice President of the Citrus campus PTK. Kim Sellers and Rory Wells were recognized for completing the AFC Certificate Program.

The Chair presented the Consent Agenda for approval, which included the following items:

The minutes of the September 25, 2019 District Board of Trustees meeting.

Recommend Board approval of the following:

Full -Time Positions: That the record indicates that the following person(s) were authorized by the President to fill the following full-time position(s) by funding source:

Operating Fund 1:

Gordon, Phyllis – Staff Assistant IV – Liberal Arts & Sciences – October 1, 2019
Whitehead, Sherie N. – Accountant I – Financial Operations – September 16, 2019

Grants and Contracts – Fund 2:

Scott, Vanessa – Museum Specialist – Appleton Museum of Art – September 16, 2019

Auxiliaries – Fund 3:

Robinson, Kimberly L. – Coordinator Food Services – Conference Services – September 16, 2019

Reorganizations:

Information Technology Effective November 1, 2019

McClain, Darin – Changed from Network Server Support Specialist – Information Technology to Manager – Desktop Support – Information Technology

CALL TO ORDER

PRESENT

ABSENT

OTHERS IN ATTENDANCE

PUBLIC COMMENT

RECOGNITION

CONSENT AGENDA

Minutes

Personnel Report

Adjunct Instructors: That the following persons be appointed to teach credit courses on a term-by-term basis as needed:

Akojie(Laroche), Imhabibi	Harris, Jonathan G.	Luzynski, Paul A.
Butscher, Stephenie M.	Koenig, Albert A	Ullman, Caroline D.
Chin, Calvin A.	Kummerle, Jessica E.	

Instructors, Hourly – Non-Credit: That the following persons be appointed to teach non-credit Continuing Education Criminal Justice, Public Service or Corporate Training courses on an as-needed basis:

Bienko, John H.	Hazel, Phillip W.	O’Meally, Phillip MA
Chancey, Samantha J.	Lewis, Michael E.	Perry, Jonathan E.
Foran, Elysia M.	Manske, Colby M.	Wisner, William A.

Temporary Part -Time Career Service: OPS

Bush, Gary M.	Kile, Stacey C.	Ramaley, Kevin M.
Cardona, Rafael A.	Koons, Bonnie J.	Standley, Philip J.
Cross, Summer A.	Marino, Melissa S.	Williams, Deborah D.
Hutchinson, Natasha L.	Mauer, Jacob A.	York-Alcorn, Rebecca
Jackson, Jason L.	Orozco, Judith L.	

Temporary Part -Time Hourly: That the record indicates that the following persons were authorized by the President to fill temporary positions to be paid an hourly rate of \$8.46:

Aguayo, Joanne B.	Cannon, Kaylynn M.	Kiriouchina, Svetlana
Alagba, Racheal A.	Cook, Tanisha D.	Milton, Adrion L.
Bedford, Tequila R.	Decossard, Taisha JA	Murkerson, Anna M.
Brown, Arianna LF	Hernandez, Andrea	Scotland, Kervin D.
Cady, Trenton N.	Kanovsky, Marie C.	Vellon, Endhir E.

Notification of engagement in outside employment or extra college activities:

Becker, Deborah L.
Colleli, Victoria A.
Hart, Chenita S.
Toro-Clarke, Jose A.

Retirements: That the following individual(s) be approved for retirement:

Eidukot, Patricia A. – Student Services Specialist – Enrollment Services – Citrus – December 31, 2019

Resignations:

Adams, Priscilla – Disability Services Assessment and Accommodation Specialist – Disability Services – September 27, 2019
Bove, Kristina M. – Coordinator Athletics & Wellness – Athletics – October 15, 2019
Khan, Anwar – Staff Assist III – Communication – October 8, 2019
Lowrey, Andrew J. – Manager – CF Printing & Postal Services – December 6, 2019
Siver, Chelsea E. – Staff Assistant III – Health Sciences – October 4, 2019
York-Alcorn, Rebecca – Coordinator – Educational Opportunity Center – Citrus Campus – October 15, 2019

Terminations.

Hill, Steve H. – Technical Learning Support Specialist – Office of Professional Development – September 27, 2019
 Klepfer, Joshua R. – Trades Specialist – Painter – Facilities – October 11, 2019

Separation from the College due to end of temporary appointment:

None this reporting period.

Separation from the College due to end of grant funding:

Walsh, Thomas M. – Project Director – Campus Suicide Prevention Project – Suicide Prevention – September 27, 2019

Separation from the College due to Leave of Absence:

None this reporting period.

Separation from the College due to Elimination of Position:

None this reporting period.

Completion of 90-Day Observation Period: The following employee(s) successfully completed the required 90-day observation period:

- Applewhite, Novella V. – First Year Success Specialist – Title III – Student Affairs
- Cardona, Maribel – Graphic Design & Website Coordinator – Appleton Museum of Art
- Coffey, LoryAnn P. – Assistant Director – Admissions & International Students – Enrollment Management
- Cooper, Kimberly A. – Transition Specialist/Instructor – Levy Campus
- Davis, Tania A. – Programmer/Analyst III – Information Technology
- Diaz, Joanne N. – Instructional Designer – E-Learning
- Keefer, Nancy N. – Instructional Designer – Compliance Specialist – E-Learning
- Keene, III, Robert M. – Coordinator – Academic Support – Learning Support Center
- Kirby, Kaitlin R. – Student Activities & Outreach Coordinator – Student Affairs – Citrus
- Martinez, Erika M. – Dual Enrollment Coordinator – Enrollment Management
- Montalvo, Emmanuel – Facilities Worker – Facilities
- Pugh, Joshua J. – Educational Advisor – Student Success

The Board was asked to approve the disposal of 14 items of surplus property valued at \$41,411.49 in accordance with applicable state law, State Board of Education rules, and Board policy.

The Board was asked to ratify approval of three (3) Health Care Affiliation & Internship Agreements and gives authorization to the Board Chair to sign the agreements on behalf of the College of Central Florida.

The Board was asked to ratify approval of three (3) Agreements for Services of International Independent Contractors and gives authorization to the Board Chair to sign the agreements on behalf of the College of Central Florida.

The Board was asked to approve the Renewal of the License Agreement with Citrus & Levy County SCORE and gives authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

**Property Donations/
Dispositions**

**Health Care Affiliation &
Internship Agreements**

**Agreement for Services of
International Independent
Contractors**

**License Agreement with
Citrus & Levy County
SCORE – Renewal**

The Board was asked to approve the Addendum of the Nelnet Business Solutions, Inc. Professional Services and gives authorization to the Board Chair to sign the addendum on behalf of the College of Central Florida.

Nelnet Business Solutions, Inc. Professional Services Addendum

The Board was asked to approve the Renewal of the Retirement Plan Compliance and Administration Services Agreement between TSA Consulting Group, Inc. and the College of Central Florida – Renewal and gives authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Retirement Plan Compliance and Administration Services Agreement between TSA Consulting Group, Inc. and the College of Central Florida – Renewal

The Board was asked to approve the Renewal of the Baycare Behavioral Health, Inc. d/b/a BayCare Life Management Agreement and gives authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.

Baycare Behavioral

The Board was asked to approve the Agreement between Bottling Group, LLC and its affiliates and/or respectively subsidiaries collectively comprising Pepsi Beverages Company and the College of Central Florida as an information item only.

Agreement between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company and the College of Central Florida

The Board was asked to approve the Resource Development Department Annual Report 2018-19 as an information only item.

Resource Development Department Annual Report 2018-19 – information only item

The Board was asked to approve the E-Learning Update as an information only item.

E-Learning Update – information only item

The Board was asked to approve the Study Abroad Proposed Trip for Summer 2020 as presented.

Study Abroad Proposed Trip for Summer 2020

Upon a motion by Rusty Branson, seconded by Bill Edgar and unanimously carried, the Board approved the items on the Consent Agenda. Copies of all materials relating to this portion of the agenda are on file in the President’s office.

Approval of Consent Agenda

PRESENTATION

Karla Wilson, QEP Implementation Director/Title III Project Manager presented StartSmart @CF, Enhancing the First-Year Experience. The program, in its 5th year of QEP has five major objectives; enhancing advising, developing and implementing academic pathways, creating an early support program, increasing student success and increasing FTIC retention. Students’ first year success is at 59% up from 26% and student satisfaction is 4.30 up from 4.13. Access to our academic pathways is available to the community through the website. The early support program which alerts students to issues requiring their attention has a 100% contact rate within three days of the alert. Student success has seen a rise in the average student GPA from 2.38 to 2.64 with an 84% completion rate for the first year course. Fall-to-fall full-time retention has increased from 56.7% to 60.5% and fall-to-fall part-time from 41.8% to 46.0%.

StartSmart @ CF

OTHER BUSINESS

The Board was asked to approve the Curriculum Changes as recommended by the Curriculum Committee at their September 26, 2019 meeting. After discussion, upon a motion by Bill Edgar, seconded by Bobby Durrance and unanimously passed, the Board approved the Curriculum Changes.

Curriculum Changes

As authorized by Florida Statute 1010.03, the Board was asked to approve write offs in the in the amount of \$108,919.73 which is 1.74% of related revenue for fiscal year 2019-2020. After discussion, upon a motion by Rusty Branson, seconded by Bobby Durrance and unanimously passed, the Board approved the write offs for 2019-2020.

Write-Offs for Fiscal Year 2019-2020

The Board was asked to approve the appointment of Brad Rogers to the Appleton Museum of Art Advisory Council. After discussion, upon a motion by Bobby Durrance, seconded by Rusty Branson and unanimously passed, the Board approved the Curriculum Changes.

Appointment to the Appleton Museum of Art Advisory Council

Prior to the adoption of the following board policy and pursuant to Florida Statutes, the Chair called a public hearing on the advertised policy and declared the Board to be in recess. There being no one from the public who wished to speak, the public hearing was closed, the regular board meeting was reopened, and Dr. Henningsen asked for approval of the following:

PUBLIC HEARING

Policy 1.01 – Equal Access/Equal Opportunity

1.01 – Equal Access/Equal Opportunity

This policy is being amended to add gender identity, sexual orientation and veteran status as being protected classes. After discussion, upon a motion by Rusty Branson, seconded by Bobby Durrance and unanimously passed, the Board approved Policy 1.01 Equal Access/Equal Opportunity.

1.03 – Discrimination, Harassment, and Related Misconduct

Policy 1.03 – Discrimination, Harassment, and Related Misconduct

This is a new standalone policy regarding discrimination, harassment and related misconduct. After discussion, upon a motion by Bill Edgar, seconded by Bobby Durrance and unanimously passed, the Board approved Policy 1.03 Discrimination, Harassment, and Related Misconduct.

ACKNOWLEDGE RECEIPT

Mr. Mazur, Vice President of Administration and Finance, reviewed the highlights and variance analysis of the Monthly Financial Summary Report of revenues and expenses for the periods ended September 30 for the comparative fiscal years 2018-2019 and 2019-2020. The report included information about general college operations (Fund 1). After discussion, the Chair acknowledged receipt of the reports on behalf of the Board.

Financial Information – Monthly Financial Summary Report

FOR INFORMATION ONLY

Dr. Saul Reyes gave an update on student affairs that included information on the Last Mile Scholarship initiative which allows students within 12 credit hours to complete their degree with assistance from the college through financial aid. The Reverse Transfer initiative in partnership with the National Student Clearinghouse facilitates the transfer of credits to retroactively confer CF associate’s degrees to students who transferred prior to completion. Recruitment messages and nudges to prospective students are being handled through the new CRM or Constituent Relationship Management initiative. The newly piloted D Term for Spring Semester provides late applicants an opportunity to begin classes four weeks after the traditional semester. The Department Scoreboard Metrics has identified important measures that will help to achieve enrollment, retention and completion goals for the college. The areas identified are admissions, advising, enrollment services and financial aid.

Student Affairs Update

Chair Brancato acknowledged the meeting as Joe Mazur’s last as he has accepted a position with Seminole State College and thanked him for his service. Dr. Henningsen also thanked Mr. Mazur for his hard work and dedication to the college and presented him with an engraved clock. Mr. Mazur thanked the board and Dr. Henningsen for their support.

BOARD CHAIR/ TRUSTEE COMMENTS

PRESIDENT'S REPORT

Citrus County Hospital Board. The CF Foundation received a \$124,000 grant from the Citrus County Hospital Board to purchase two high fidelity simulators and a cutting edge A&P virtual anatomy table for the Citrus campus.

Citrus County Hospital Board

CF Partners with Chick-Fil-A for Entrepreneurship Academy. The college will be partnering with the Chick-Fil-A of Ocala franchise to offer an Entrepreneurship Academy credit college certificate. The program allows students to gain insight, experience and skills that are foundational in becoming entrepreneurs and business community leaders. This innovative 18-credit program will accommodate up to 20 students annually. Students will receive two semesters of instruction in entrepreneurship-focused courses. Each course will be complemented with hands-on experiential activities organized by Chick-fil-A of Ocala leadership.

CF Partners with Chick-Fil-A for Entrepreneurship Academy

ACCT Leadership Congress. Trustees **Rusty Branson** and **Bill Edgar** joined me in San Francisco for the annual ACCT Leadership Congress, held October 16 through 19. We attended workshops such as *The Trustees Role in Advocacy, Emerging Trends in Higher Education Law and Policy Guidelines for Fiscal Health and Management.*

ACCT Leadership Congress

Racial Harmony Breakfast. CF sponsored a table at the Racial Harmony and Cultural Awareness Task Force Unity Breakfast, held October 22. The Unity Breakfast is an invitation-only collaboration of hearts and minds. Community leaders gather to promote unity and acceptance that contributes to cultural harmony. The breakfast supports REACH: Racial Equity and Cultural Harmony. CF representatives included myself, **Dr. Saul Reyes, Chris Knife, Dr. Charles McIntosh, Dr. Mark Paugh, Lois Brauckmueller, Jamie Clinton, Joe Mazur, Professor Cynthia Moody** and **Tracy Ryzan Ross.**

Racial Harmony Breakfast

Census 2020. I am serving on the 2020 Census Committee for Marion County. I am the chair of the Education subcommittee. Our first meeting was held on Wednesday, October 23. The subcommittee consists of education leaders including school board members and principals from throughout Marion County.

Census 2020

Wear Your Wings Domestic Violence Walk. On Saturday, October 5, CF hosted the Wear Your Wings Domestic Violence Walk. The event supports the Family Violence Prevention Taskforce, through the Marion County Children's Alliance. Participants walk from the Ocala Police Department to CF in memory of former faculty member, **Debra Allen Vazquez.**

Wear Your Wings Domestic Violence Walk

Marion County Heart Walk. On September 28, CF participated in the 2019 Marion County Heart Walk. The CF team, co-chaired by **Dr. Stephanie Cortes** and **Dr. Vernon Lawter**, raised \$7,005 for the American Heart Association.

Marion County Heart Walk

Agribusiness and Equine Programs. The Agribusiness and Equine programs hosted an Ag/Equine Summit at Vintage Farm on Friday, October 18. More than 120 high school students in the tri-county area participated. Students had the opportunity to participate in workshops and also hear from professionals in the agriculture and equine industries.

Agribusiness and Equine Programs

2nd Annual Stay Local. The college held its 2nd Annual Stay Local event on Wednesday, October 2, at the Webber Center. More than 200 people attended workshops on entrepreneurship, finance, and the importance of developing a workforce for the local economy. Ocala Chick-fil-A Franchise Owner Jeromy Williams was the keynote speaker. The college also announced future plans of starting the CF Entrepreneurship Academy in partnership with Mr. Williams and his local franchise.

2nd Annual Stay Local

CF Best of the Best. CF was named Best Local College in the Ocala Star Banner's annual Best of the Best Awards, which were presented October 29 at the On Top of the World Circle Square Cultural Center. The Appleton Museum of Art received Best of the Best honors in five categories: Best Museum, Best Art, Best Family Amusement, Best Event Venue and Best Wedding Venue.

CF Best of the Best

Regional NCMPR Marketing Awards. The Marketing and Public Relations team has earned four Medallion Awards from the National Council for Marketing and Public Relations. The awards recognize outstanding achievement in design and communication at community and technical colleges.

- Gold Medallion Award for Video Shorts (series)
- Bronze Medallion Award for CF Connection magazine
- Bronze Medallion Award for a high school recruiting poster
- Bronze Medallion Award for the CF viewbook

AFC Marketing Awards of Excellence. The Marketing and Public Relations team has earned 10 Association of Florida Colleges Communication and Marketing Commission Awards of Excellence. The awards recognize outstanding achievement among Florida college marketing and public relations professionals.

- First place awards for a Yearbook Print Advertisement, Financial Aid brochures, Academic Program Brochures, and High School Poster Series
- Second place awards for the 2017-2018 Annual Report, Fall 2018 and Summer 2019 issues of Connection Magazine, and a Domestic Violence Single Sheet Flyer
- Third place awards, for “CF was the Right Choice for Me” Video, Digital Promotion and an International Viewbook/Recruitment piece.

Friday Talks Business Advancement Series. The Friday Talks Business Advancement Series on October 25 focused on "Public Speaking: Finding Your Voice" with **Dr. Cynthia Moody**, associate professor, Bachelor of Applied Science in Business and Organizational Management. Thirty-six community members attended the program. The monthly program begins at 8:30 a.m. and is held at the Hampton Center. Friday Talks is facilitated by the CF Marketing and Public Relations Department and showcases faculty, staff and academic programs at CF.

Higher Education Happenings Radio Show. The WOCA Higher Education Happenings radio show on October 21 focused on the Last Mile program, which provides scholarship funds for students who have not attended CF in the last two semesters to return to CF to complete their associate degree. Dean of Enrollment Services, **Maureen Anderson**, and Manager of Marketing and Public Relations, **Tina Banner**, represented the college. The talk radio show is facilitated by the CF Marketing and Public Relations Department.

Shop Talk Breast Cancer MEGA Monday. The CF Marketing and Public Relations team hosted a Shop Talk Breast Cancer Awareness program for students at MEGA Monday on October 21. **Leah Anne Sadler** from Family Care Specialists shared information on risk factors and prevention. Shop Talk is offered in partnership with the Ocala Royal Dames for Cancer Research Inc. and Ocala Health.

Citrus Campus Update. On October 5, the CF Citrus Campus was the venue sponsor for the Citrus 2030 Vision Check event. Approximately 200 citizens participated in the day long workshop which featured keynote speakers **State Representative Ralph Massullo** and **Mickey Smith**, CEO of Oak Hill Hospital. **Dr. Vernon Lawter** and **Marc Shapot** participated in education and environmental subcommittee workshops during the event.

M-CORES. On October 22 through 25, the CF Citrus Campus hosted several Florida Department of Transportation meetings on the M-CORES project (Multi-use Corridors of Regional Economic Significance). **Dr. Vernon Lawter** serves on the Northern Turnpike Connector Task Force which met along with the Suncoast Connector Task Force.

Jack Wilkinson Levy Campus Update. On October 17, the Levy Campus hosted a job fair sponsored by CareerSource CLM. The job fair drew a great crowd from individuals in the community, as well as a large attendance from students on campus. Many of the local businesses and industries in Levy County, and from surrounding counties were in attendance and provided a lot of career information and opportunities.

Regional NCMPR Marketing Awards

AFC Marketing Awards of Excellence

Friday Talks Business Advancement Series

Higher Education Happenings Radio Show

Shop Talk Breast Cancer MEGA Monday

Citrus Campus Update

M-CORES

Jack Wilkinson Levy Campus Update

Levy SAB Trunk-or-Treat. On October 25, the Levy SAB students sponsored their first annual Trunk-or-Treat. The event was open to the public and brought many from the community. The Trunk-or-Treat allowed children to play games, win prizes, and of course get lots of candy. The SAB students over 50 children attend with their families. The Trunk-or-Treat was followed by the SAB's annual Monster Mash for students. There were approximately 40 students in attendance in which they competed in a Halloween costume contest, played games, danced and enjoyed great food.

Levy SAB Trunk-or-Treat

Levy County Beast Feast. On October 26, **Kat Davis**, Levy Enrollment Services Coordinator, and SAB president, **Kayla Dexter**, represented the CF at the annual Beast Feast. This event is held by the Levy Schools Foundation as a fundraiser for scholarships in Levy County. The Beast Feast is a popular event in Levy County that draws 100's of individuals from the community, local state representatives, and local elected officials.

Levy County Beast Feast

StartSmart and the Office of Service, Civic and Community Engagement. Faculty Professional Development Day held on October, 1, 2019, featured a team exercise in which faculty brought food and filled food pantry bags for the CF Food Pantries at all locations. The CF Food Pantry was started in a joint venture between StartSmart, headed by **Karla Wilson** and **Dr. Tammi Viviano-Broderick**, and the Office of Service, Civic and Community Engagement, headed by **Dr. Christine Knierim**. The pantry offers students and staff with food insecurities non-perishable food items. More than 5,000 items of food were donated by faculty as well as our community partner, Campus USA Credit Union. Campus USA CEO, **Jerry Benton**, and Regional Manager, **Ray Boon**, spoke briefly to the faculty and revealed their surprise contribution of nearly 1,000 items of food. Working in teams, the faculty filled 150 bags of food for the pantries, located at each CF campus and center, and stocked the shelves in the food pantry which will allow students to return for additional food when needed.

StartSmart and the Office of Service, Civic and Community Engagement

Foundation Update. There are four new scholarships in development with three previously established totaling 7 for the year. Since last report, the Foundation received four gifts totaling over \$317,000. These gifts and sponsorship dollars for Night at the Farm help put the Foundation at 21% ahead of last year's raised amounts, as we enter the last quarter of the Foundation's fiscal year. Conversations are ongoing with prospective major donors. The Alumni Committee had a productive showing at the Celebration of Nurses event in Ocala and collected numerous updates from nursing alumni who attended. The Foundation was a sponsor of the event. Nominations for Distinguished Alumni close today.

Foundation Update

Health Sciences. On Thursday, October 10, Associate Professor for the Associate Degree Nursing Program, **Angela Martin**, was awarded the "Instructor Award" at Ocala Magazine's 5th Annual Celebration of Nurses event. Third semester nursing student, **Kierea Moses**, won the "Student Award" at the event.

Health Sciences

On October 14, 2019, Associate Professor and Simulation Coordinator for Health Sciences, **Deborah Becker**, completed her doctorate through American Sentinel University. Associate Dean for Health Sciences, **Rodney McGinnes**, Associate Professor EMS, **Mel Bledsoe**, Associate Professor EMS, **Scott Broaderick**, and Associate Professor EMS, **David Gesner**, attended the EMS World Today Conference in New Orleans on October 15-18, 2019. Associate Professor for the RN-BSN program, **Dr. Roberta Rolland**, coordinated a free continuing education webinar on October 16, in conjunction with Region 11 of Sigma Theta Tau International and Pennsylvania State Nurses Association on the topic of medical marijuana.

On Friday, October 25, Health Sciences participated in the Chamber and Economic Partnership (CEP) NEXTworking event at Marion Technical College. Associate Professor and Program Manager for Dental Assisting, **Jerelyn (JJ) Zacke**, Associate Professor and Program Manager for Surgical Technology, **Uvonda Wilkerson**, Part-time Instructors for Emergency Medical Services department and Critical Care Transport Team for Marion County Fire Rescue **Chris Gayheart**, **Brian Fugate**, and **Melinda Chamness**, CF Graduate and Nursing Advisory Committee Member, **Drumeka Rollerson**, Associate Dean for Health Sciences **Rodney McGinnes** and Dean for Health Sciences **Dr. Stephanie Cortes** attended the event and spoke to over 60 high school students about careers in health sciences.

Health Sciences, under the direction and planning of Associate Professor for the Associate Degree Nursing Program, **Angela Martin**, is collecting non-perishables for Thanksgiving Food Baskets for 50 College Park Elementary School families. Campus USA has partnered with the college for the food drive by donating turkey vouchers for each food basket. If you would like to contribute to the food drive, please contact **Angela Martin** at ext. 1445 by November 1st.

Health Sciences and Criminal Justice will participate in a disaster drill on November 12, 2019. This event will include student participants enrolled in health and law enforcement programs at the College. In addition, EMS Medical Director, **Dr. Frank Fraunfelder**, will be onsite with medical residents from Ocala Regional Medical Center to participate in the event.

Financial Aid. **Patrick Hoffman**, Director of Financial Aid, reported that the 2020-21 Free Application for Federal Student Aid (FAFSA) application became available on October 1. The Financial Aid Office has been visiting the high schools in Marion County to present financial aid and FAFSA presentations to students and their families. To date, **Jean Imes**, Assistant Director of Financial Aid, has given presentations at all eight public high schools in Marion County as well as Trinity Catholic High School and the Villages Charter High School. During the presentations, Jean covers the FAFSA and other financial aid topics to include the various types of aid that are available to students and families. At the end of the presentation, there is a Q&A session where Jean is available to answer questions.

Testing and Assessment. Testing & Assessment Manager, **Wanda Lee**, reported that last year from September through October 17, the testing center served 1,425 clients. This year the testing center has served a record-breaking 1,553 clients during the same time frame!

Athletics.

- **Volleyball.** The ladies are ranked #5 in the state and #13 nationally and move on to the State/Region Tournament this weekend in Jacksonville. The top 8 teams in the state will meet to decide the top three qualifiers who will move on to the NJCAA District Championship to be held at CF on November 8 and 9.
- **Men's and Women's Basketball.** The season opens this Friday with the men at St. Petersburg College and the women at Florida Southwestern State College. The first home game for the men will be on Sunday, November 3 at 3:00 p.m versus ASA-Miami. For the women the game will be Wednesday, November 6 at 5:30 p.m. versus Indian River State College.
- **Baseball and Softball.** Both teams will complete their fall scrimmages on November 15.

Appleton.

➤ Exhibits, Education and Events Update

- **On view now through January 12**
Florida Impressions: Relief Prints by Leslie Peebles
Leslie Peebles is an ardent environmentalist and naturalist who connects her audience to the flora and fauna of Florida. Our state's vanishing wilderness, from the Everglades to Okefenokee Swamp, has become a big source of inspiration for Leslie's work. Her primary medium is printmaking; woodcut and linocut relief print, letterpress and collagraph.
- **Closed October 20**
Urban Chatter: Sharon Kerry-Harlan and Do Not Bleach: Stephanie Brown
Exhibition dates: June 8-October 20
Attendance: 5,021

Financial Aid

Testing and Assessment

Athletics

Appleton

- **Museum & Me Story Time**
 Due to the immense popularity of the Museum & Me program for pre-k, the Appleton introduced a second pre-k program, Museum & Me Story Time, which presents an art-related story book in the galleries, followed by a group visit to the Artspace.
- **Outreach**
 The Appleton served over 1,900 participants in a variety of outreach events over the past 2 months with presentations and/or art-making activities as follows:

Friday Night Art Walk	240
New Leaf	6
Arts College Fair @ CF	25
The Villages Art Association	64
Friday Night Art Walk	250
Stone Creek Culture Vultures	67
Senior Learners-CF & Appleton	20
Senior Learners State of the Arts	20
New Leaf	15
Fine Art for Ocala	1,266
- **CF International Film Series**
 CF International Film Series screened 4 films at the Museum in September and October. There were 141 total in attendance.
- **September 21 – Smithsonian Magazine Museum Day**
 The museum welcomed 430 guests with free admission on September 21 as part of the Smithsonian Magazine’s museum day event.
- **October 3 – After Hours Concert featuring Alpine Express**
 There were 113 total in attendance at the Appleton After Hours which featured Alpine Express Oktoberfest music.
- **October 7 – CFs Greg Snider Jazz Concert Sextet**
 Led by College of Central Florida Professor and Saxophonist Greg Snider, the concert took guests on a magical journey through the history of the Harlem Jazz Age. This concert was inspired by the jazz imagery in Sharon Kerry-Harlan’s art quilts. There were 95 total in attendance.
- **October 13 – Free Admission for Mr. Appleton’s Birthday**
 The museum celebrated Arthur I. Appleton’s birth date with free admission. There were 547 total in attendance.
- **October 17 – Marion Cultural Alliance, Applaud the Arts**
 This year, MCA’s Applaud the Arts was held at the Appleton. During the event, the winners of the 2019-2020 MCA Cultural Grants and Art Awards were announced. The Appleton received a \$3,500 grant for the upcoming exhibition, “Across the Atlantic.” There were 250 total in attendance.
- **October 23 – Trips n Tours – Director’s Circle**
 Director’s Circle trip on October 23 toured Winter Park, FL. The guided tour included visits to the Charles Hosmer Morse Museum of American Art, Cornell Museum of Art on Rollins campus and Scenic Pontoon Boat Tour on the Chain of Lakes. Group family-style lunch was at the Coop Restaurant. There were 55 total in attendance.

The next meeting will be held *Wednesday, December 4, 2019*, at 3 p.m. at the Appleton Museum of Art.

Next Board Meeting

There being no further business to come before the Board, a motion was made by Rusty Branson, seconded by Bobby Durrance to adjourn the meeting at 4:13 p.m.

ADJOURNMENT

Joyce Brancato, Chair

James D. Henningsen, Secretary

COLLEGE OF CENTRAL FLORIDA

2

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Personnel Actions

INITIATOR: Jennifer Klepfer
Director – Human Resources

THROUGH: F. Joseph Mazur III, CPA
Vice President of Administration and Finance

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

The College routinely requests that the District Board approves personnel actions.

RECOMMENDATION/ACTION REQUESTED:

That the Board approves the personnel actions as noted in report.

PERSONNEL ACTIONS

FOR THE December 4, 2019 MEETING

Recommend Board approval of the following:

Full -Time Positions: That the record indicates that the following person(s) were authorized by the President to fill the following full-time position(s) by funding source:

Operating Fund 1:

Joranlien, Lisa A. – Faculty – Health Sciences – Physical Therapist Assistant – January 2, 2020
Piper, Chase D. – Trades Specialist – Electrician – Facilities – November 16, 2019 (Remove Trainee Status)

Grants and Contracts – Fund 2:

None this reporting period.

Auxiliaries – Fund 3:

None this reporting period.

Reorganizations:

Facilities and Plant Operations Effective November 16, 2019

Sakowski, Mark E.– Changed from Manager – Plant Safety and Facility Operations to Manager – Facility Operations
Goldner, Russell Thomas – Changed from Manager – Facility Operations & Construction Projects to Manager – College Wide Safety & Compliance, Facilities Operations

Adjunct Instructors: That the following persons be appointed to teach credit courses on a term-by-term basis as needed:

Harris, Johnathan G.

Syn, Benjamin L.

Redding, Kristina J.

Instructors, Hourly – Non-Credit: That the following persons be appointed to teach non-credit Continuing Education Criminal Justice, Public Service or Corporate Training courses on an as-needed basis:

Howard, Michael C.

Pusey, John E.

Temporary Part -Time Career Service: OPS

Cacdac, Kristine Joy C.
Colon, Zuleima M.

Lowe, Jr, John T.
Rodriguez, Idelin

Wise, Chelsea N.
Young, Michele J.

Temporary Part -Time Hourly: That the record indicates that the following persons were authorized by the President to fill temporary positions to be paid an hourly rate of \$8.46:

Beharry, Christian	Hoesterey, Elizabeth A.	Roessler, Zackary E.
Brouwer, Emily K.	Lorente, Melody	Salviejo, Bianca PS
Crosby, Jr, Terry	McFarland, Jonathan T.	Talbot, Dakota M.
Goodwin, Quontavia M.	Minyard, Vanessa M.	Vazquez Torres, Karla M.
Gonzalez Bristol, Alondra	Rivera, Alexis J.	

Notification of engagement in outside employment or extra college activities:

None this reporting period.

Retirements: That the following individual(s) be approved for retirement:

McCauley, Jean-Marie A. – Faculty – Health Sciences – Physical Therapist Assistant – January 31, 2020
Shapot, Marc S. – Coordinator – Maintenance – Citrus – January 2, 2020

Resignations:

Colon, Zuleima M. – Accounting Specialist III – Financial Operations – November 7, 2019
Archie Croker Jr. – Mail Courier – CF Printing & Postal Service – October 25, 2019
Crosby, Cheryl L. – Manager – Conference & Food Services – Conference Services – December 3, 2019
Mazur, III, Francis J. – Vice President – Administration and Finance – November 30, 2019

Terminations:

Shuler, Michael L. – Coordinator – Criminal Justice & Public Service – Criminal Justice Institute – October 23, 2019

Separation from the College due to end of temporary appointment:

None this reporting period.

Separation from the College due to end of grant funding:

None this reporting period.

Separation from the College due to Leave of Absence:

None this reporting period.

Separation from the College due to Elimination of Position:

None this reporting period.

Completion of 90-Day Observation Period: The following employee(s) successfully completed the required 90-day observation period:

None this reporting period.

Market Pricing Equity Adjustment

Klepfer, Jennifer S. – Director – Human Resources – December 1, 2019

Cardona, Rafael – Safety & Security – Public Safety Officer – November 1, 2019

Shawley, Randy T. – Safety & Security – Public Safety Officer – November 1, 2019

Walton, Willie J. – Safety & Security – Public Safety Officer – November 1, 2019

Prather, Carl – Safety & Security – Public Safety Officer – November 1, 2019

Bush, Gary M. – Safety & Security – Public Safety Officer – November 1, 2019

Blevins, James R. – Safety & Security – Citrus – Public Safety Officer – November 1, 2019

COLLEGE OF CENTRAL FLORIDA

3

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Property Donations/Dispositions

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

By law, the Board is required to account for all property. Periodically, donations and dispositions are brought to the Board for recording and, subsequently, entered into our property records as required. This report covers donations and dispositions received by the College. Appropriate letters of appreciation have been or will be sent on behalf of the Trustees.

RECOMMENDATION/ACTION REQUESTED:

DISPOSITIONS

That the District Board of Trustees approves the disposition of all surplus property in accordance with the applicable state law, State Board of Education Rules, and CF Board Rules, including disposition of property, **capitalized** and **not capitalized**, which has been declared surplus. Disposition may include public auction, cannibalization, or other methods as deemed appropriate.

SEE ATTACHED LISTING: 15

Total

\$19,391.62

School Tag #	Description	Dept. Respon.	Acquired Date	Disposal Code	Disposal Date	Acquired Price
0000009302	PROJECTOR, HITACHI X260	CS	01/17/2007	PBA		909.00
0000009764	PROJECTOR, EPSON 822	CS	09/10/2008	PBA		775.20
0000010155	VISUAL PRESENTER, QOMO	CS	10/21/2009	PBA		999.00
0000010326	STARBOARD, HITACHI 17" PANEL	CS	04/21/2010	PBA		1,364.08
0000010412	TREADMILL MACHINE, SOLE F80	CJI	10/18/2010	PBA		1,499.99
0000010451	GOLF CART, EZGO, 2006 REBUILT #1	SAS	03/16/2011	PBA		5,000.00
0000010702	TASER GUN, X26	CJI	02/20/2012	PBA		784.95
0000010703	TASER GUN, X26	CJI	02/20/2012	PBA		784.95
0000010704	TASER GUN, X26	CJI	02/20/2012	PBA		784.95
0000010705	TASER GUN, X26	CJI	02/20/2012	PBA		784.95
0000010706	TASER GUN, X26	CJI	02/20/2012	PBA		784.95
0000010893	REFRIGERATOR, STAINLESS STEEL	NURS	10/19/2012	PBA		1,799.10
0000011007	PROJECTOR, EPSON 1940W	CS	12/04/2013	PBA		1,028.00
0000011197	PROJECTOR, EPSON 1985W	CS	12/10/2014	PBA		1,613.50
0000054926	COMPUTER, APPLE IPAD2, WHITE TRIM	CS	02/15/2012	PBA		479.00

=====
15 Records for a Total
=====
19,391.62

COLLEGE OF CENTRAL FLORIDA

4

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Curriculum Changes

INITIATOR: Dr. Mark Paugh, Vice President for Academic Affairs

DATE: November 21, 2018

OBJECTIVE AND PERTINENT FACTS:

The Curriculum Committee recommended at its November 2019 meeting that the attached changes to the college curriculum be approved. The President recommends these changes for Board approval.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the proposed curriculum changes.



COLLEGE *of*
CENTRAL
FLORIDA

MEMORANDUM

TO: Dr. Mark Paugh, Vice President, Academic Affairs

FROM: Shana M. Miller, Coordinator, Curriculum Services and Faculty Credentialing

DATE: November 21, 2019

SUBJECT: Approved Curriculum Actions – November 2019

The following Curriculum actions were approved by the Curriculum Committee at its November 21, 2019 meeting, and are awaiting approval by the District Board of Trustees:

Proposal 2019-12 – James Manley

New Course

- SPN1121H Elementary Spanish II Honors (4 credits)

Please let me know if you need any additional information.

Thank you.

COLLEGE OF CENTRAL FLORIDA

5

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: 2019-2020 College Catalog Deletions

INITIATOR: Dr. Mark Paugh, Vice President for Academic Affairs

DATE: October 31, 2019

OBJECTIVE AND PERTINENT FACTS:

In order for the college to be in compliance with Florida state administrative rule 6A-10.0331, which pertains to the deletion of courses from catalogs and common course designation and numbering system, a purge must be done annually of courses that have not been taught in the preceding five years. Upon careful review of the courses listed in the college catalog and the listing of institution courses from SCNS, and based on the recommendations of the instructional deans and approval by the college Curriculum Committee, the attached courses are scheduled for deletion, effective January 1, 2020.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the deletion of the attached courses.

2019-2020 Annual Purge of Courses Not Taught - for District Board of Trustees Approval

EDG1413C	Classroom Management
EEC2300	Instructional Practices
ANS1930	Special Topics - Equine Studies
ANS2221	Equine Tack and Equipment
ANS2949	Equine Co-Op II
NUR2713C	Nursing IVA
NUR2734C	Nursing IV
HIM1949	Practicum I - Acute Care Settings
MAT0055	Introduction to College Math (Module 1.0)
MAT0056	Introduction to College Math (Module 2.0)
ACG2021L	Financial Accounting Lab
COP2650	Mobile Devices
ORH1510	Ornamental Plant Identification
ORH1949	Ornamental Horticulture Co-Op
RTE2623	Radiation Physics II

COLLEGE OF CENTRAL FLORIDA

6

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Agreement between PMMI Mechatronics and the College of Central Florida – Renewal

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

PMMI Mechatronics requests to renew the agreement with the College of Central Florida as a testing center for examinees which require timely, cost effective, flexible, and geographically available uniform testing which is delivered electronically for the unique needs of the packaging and processing environment student.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the renewal Agreement between PMMI Mechatronics and the College of Central Florida.



Mechatronics Education Partner Agreement

PMMI has worked in cooperation with industry professionals and educators to identify critical skills needed in packaging and processing operations in order to design, build, operate and maintain the high-tech equipment in plants today and into the future. Workers equipped with these skills identified by industry are uniquely qualified to help streamline operations and facilitate innovation.

PMMI has developed a series of certification tests to measure this knowledge and is looking to your organization – as an education partner – to provide the education, to prepare students to earn the PMMI Mechatronics Certifications and help shape the future of packaging and processing operations.

Together, we can help build tomorrow's knowledgeable credentialed workforce. PMMI is very pleased to enter into this agreement with **The Board of Trustees of The College of Central Florida.**

Terms:

This agreement requires that both parties do their respective parts. Below are the expectations from each party.

PMMI Will:

- Offer discounted tests for mechatronics education partner incorporating tests into their curriculum. Online tests will be available to students at the price of \$75 per student per attempt. The regular rate is \$125 per student per attempt. (Must administer a minimum of 30 tests annually to receive discount)
- Promote the relationship as a PMMI Mechatronics Education Partner, meeting nationally recognized standards. PMMI will include a direct link to your program on the organization's website.
- PMMI will assist with The Manufacturing Institute's M-list application process. Schools on the M-List can use The Manufacturing Institute's M-List logo to promote their program.
- Allow use of the PMMI Mechatronics logo on school website and promotional materials.
- Access to free booth space in the PMMI Workforce Development Pavilion at PACK EXPO on a space-available basis.
- Offer travel funds to Education Partner students attending PMMI trade shows (i.e. PACK EXPO).
- Provide opportunities for students to participate in various PMMI sponsored activities at PACK EXPO including: Amazing Packaging Race and CareerLink LIVE @ PACK EXPO.
- Offer scholarship opportunities for students of Education Partner.



The Education Partner Will:

- Pay an annual fee of \$99.
- Incorporate the PMMI mechatronics certification tests that match up with their curriculum into its program.
- Deliver a minimum of 30 certification tests per year in a proctored environment.
- Promote the program to employers seeking technical training for the manufacturing space. (PMMI can assist by providing collateral electronic and printed material to explain the Mechatronics Certification program).
- Complete/return the PMMI Mechatronics gap analysis document and align program of study to the competencies outlined for the applicable certification tests.
- Display PMMI Mechatronics logo and short statement about the program (to be provided by PMMI) on your school website (preferably in the mechatronics portion/page).

Conditions:

Either party can terminate this agreement with written notice. Upon receipt of written notice, parties are no longer required to honor terms of the agreement.

PMMI reserves the right to dissolve this agreement if it determines that the Education Partner is not meeting the terms.

I hereby agree to the agreement terms and conditions listed above.

Signatures:



Date: 10/3/2019

Kate Fiorianti
Senior Education Manager
PMMI
11911 Freedom Drive, Suite 600
Reston, VA 20190

Date: 12/5/2019

Name: Joyce Brancato

Title: Chair, District Board of Trustees of College of Central Florida

School Name & Address:
College of Central Florida
3001 SW College Rd.
Ocala, FL 34474

COLLEGE OF CENTRAL FLORIDA

7

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Custodial Services Agreement between Owens, Renz & Lee Co. bda Owens Realty Services and the College of Central Florida

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

At the June 26, 2019 meeting, the District Board of Trustees was provided with a ranked list of the four (4) custodial service firms that interviewed to provide services to the College of Central Florida. The Board authorized the President to negotiate and sign an agreement with Owens, Renz & Lee Co. bda Owens Realty Services, the first-ranked firm, recommended by the selection committee and report that action to the Board at a subsequent meeting.

Following negotiations and legal review, an agreement for custodial services was successfully reached with Owens, Renz & Lee Co. bda Owens Realty Services. For the Board's information, a copy of the fully executed agreement is attached.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees acknowledge the agreement as an information item only.



College of Central Florida
CUSTODIAL SERVICES AGREEMENT

Custodial Services Agreement

Exhibit A – Price Form

Request For Proposal 19-2

Attachment I – Square Footage Schedule

Attachment II – Special Instruction

CUSTODIAL SERVICES AGREEMENT

THIS CUSTODIAL SERVICES AGREEMENT (“Agreement”) is made by and between the **DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA**, a political subdivision of the State of Florida (“College”), and **_Owens, Renz & Lee Co., Inc dba Owens Realty Services**, a Florida limited liability company (“Contractor”).

RECITALS:

WHEREAS, on March 11th, 2019, College issued an Request for Proposals to provide custodial services, RFP19-2 (the “Solicitation”); and

WHEREAS, eleven (11) firm’s responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by **Owens, Renz & Lee Co., Inc dba Owens Realty Services** was found to be complete and reasonable by College’s Evaluation Committee; and

WHEREAS, **Owens, Renz & Lee Co., Inc dba Owens Realty Services** was chosen as the intended awardee to provide custodial services per the requirements of the RFP; and

NOW THEREFORE, in consideration each of the foregoing recitals, all of which are incorporated herein by reference, and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, College and Contractor agree as follows:

1. **RECITALS.** College and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **SCOPE OF SERVICES TO BE PERFORMED.** Contractor shall be responsible for providing all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A – Scope of Work, Attachment I and II** and other Contract Documents. The scope of services to be performed and pricing under this Agreement may only be adjusted by written amendment executed by both parties.
3. **CONTRACT DOCUMENTS.** The Contract Documents comprising the entire understanding between the College and Contractor shall only include this Agreement and: (a) those documents listed in this section as Exhibits to this Agreement; (b) the College’s Solicitation for the Project and the bid submitted by the Contractor in response to same (the “Solicitation Documents”); and (c) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Attachment I and II

Exhibit B: Price Proposal Part I and Part II

- B. In the event of a conflict between the terms contained in the Exhibits and the terms contained in the Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) **RFP-19-2, Attachment I and II**; then (2) **Exhibit B - Price Proposal**

- C. In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.
- D. This Contract Incorporates the March 11th, 2019 **Request For Proposal 19-2**.
4. **COMPENSATION. Per Exhibit B** College shall pay Contractor a price amount of **eight hundred forty thousand five hundred ninety three and sixty seven (\$840,593.67)** for the first 52 weeks period as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:
- A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by College, monthly, based upon an invoice by Contractor and approved by College. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
- B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- C. **Invoice Submission.** Invoices may be submitted by Contractor no more often than once monthly, but only after the work for which the invoice is submitted has been completed. **Contractor shall be provided a cover sheet for the submission of invoices which is required to be completed completely and correctly and submitted with each invoice.** Contractor shall submit all original invoices to College through the responsible College Project Manager: **Mark Sakowski, Facility Manager or approved College designee**
- D. **Payment of Invoices by College.** The College Project Manager must review and approve all invoices prior to payment. College Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. College shall pay Contractor invoices in compliance with the time periods established by section 218.735, Florida Statutes, for timely payment for purchases of construction services.
- E. **Annual Price Adjustments.** Annual Compensation will be adjusted annually per Request for Proposal 19-2, Section A-66. Annual ECI Adjustment.
- F. **Withholding of Payment.** College reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the College Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify College upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to College within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
5. **TIME OF PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. Contractor shall commence work as required in the Notice to Proceed dated June 27th, 2019.

- B. As to any delay, inefficiency, or interference in the performance of this Agreement caused by any act or omission to act by College, Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the provision in the standard specification. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in the Agreement.
 - C. None of the provisions of this section shall exclude College's right of recovery for damages caused by delays or inefficiencies caused by any act or omission to act by Contractor, to include costs incurred by COLLEGE for additional professional services
6. **FORCE MAJURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the College Project Manager ("Project Manager") as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.
- 1. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by College and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - 2. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
3. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party

for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by College for Cause.** College shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. College's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by College shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives College reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** College may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in College's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by College. If the violations are not corrected within the time determined to be reasonable by College or to the reasonable satisfaction of College, College may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **College's Remedies Upon Contractor Default.** Should Contractor fail to cure any default under this Agreement within the time period specified in this section, College may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) College shall be entitled to terminate this Agreement with 30 days written notice;
 - (2) College shall be entitled to hire another contractor to complete the required work in accordance with the needs of College;
 - (3) College shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) College shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) placing a claim against the Performance Bond; or (iii) any other remedy as provided by law.
- D. **Termination for Convenience.** College reserves the right to terminate this Agreement in whole or in part at any time for the convenience of College without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all employees of the effective date of the termination, and minimize all further costs to College including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this

Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by College.

7. **PERFORMANCE EVALUATION.** At the end of the Agreement, College may evaluate Contractor's performance. Any such evaluation will become public record.

Inspection Criteria:

The college Plant Operations team periodically conducts facilities and grounds inspections. Among other things, these inspections will focus on the state of housekeeping and cleanliness. Any unacceptable housekeeping issues will be noted on a work order and provided to the contractor. Contractor is expected to resolve any such issues within the timeframe assigned / negotiated with the inspector. Plant Operations shall maintain records of each building inspection and notes on all housekeeping failure / observations for such inspections.

If overall inspection results are deemed unacceptable by Plant Operations inspector or if trends of inspection results are negative, then Plant Ops shall call a meeting with Contractor to review. Contractor shall have in attendance at this meeting the site supervisor and their immediate supervisor. Contractor shall submit a formal corrective action plan to address the results / concerns raised in the meeting which CF Project manager must review and approve. A follow up meeting shall be held 90 days after the initial meeting to review the status of the corrective actions and the impact on recent inspection results. Contractor shall have site supervisor and their next two levels of management in attendance at this 90 day meeting. Failure to follow through on corrective action plans or support status review meetings with proper levels of attendance shall constitute a breach of contract.

8. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the College and fails to complete the Agreement term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contractual failures.

9. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:

- A. Contractor has read and is fully familiar with all terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
- B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the College's written resolution of same is acceptable to Contractor.
- C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the site upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- D. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- E. **Public Entity Crimes.** Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "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 with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply

on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. **CONTRACTOR'S RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same. Contractor shall comply with all college policies and procedures governing employee behavior.
- E. Contractor shall operate and cause all equipment and materials supplied for or intended to be utilized in this agreement to be operated and stored in only those areas prescribed by College. This includes the operations of workmen.
- F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or College. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
- G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and College may otherwise agree in writing.
- H. Contractor shall comply with College Policy 6.05, Legal Authority: Florida Statute 1001.64

It is the policy of the College of Central Florida (the "College") to perform pre-employment Level II criminal background screenings of all final candidates for employment, including current employees seeking transfer or promotional opportunities and external job applicants who are finalists for full and part-time positions. Further, the College shall perform Level II criminal background screenings of any College volunteer prior to entering upon the College campus to interact with students, faculty, or staff in a volunteer capacity.

The College shall require non-instructional contractors or vendors under contract with the College to ensure that all employees or agents who are permitted frequent or recurring access to the College campus when students are present have been subject to a Level II criminal background check and have not been convicted of a disqualifying offense pursuant to College Administrative Procedures.

The purpose and intent of this policy is to promote a safe and secure College community and learning environment for the benefit of students, faculty, staff, and guests.

The president may adopt and amend procedures for the implementation of this policy.

11. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit College from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
12. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD-PARTIES.** College may perform additional work related to the Scope of Work, or have additional work performed by other vendors or contractors, or let other direct contracts therefore which may contain general terms and conditions similar to those contained in this Agreement.
13. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or College) to be utilized in the performance of or incorporated into the work.
14. **RESPONSIBILITIES OF COLLEGE.** College or its representative shall issue all communications to Contractor.
 - A. College has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **RFP 19-2**
 - B. College has the authority to stop work or to suspend any work.
 - C. College has the authority to increase or decrease square footage utilizing the current rate per square foot.
15. **PERFORMANCE BOND.** Contractor shall provide to the College a performance bond equal to 10% of the amount of the annual contract price for each of the five (5) years.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Contractor shall name College as an additional insured under the insurance policy.
17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Coverage for contractual liability is also required.
 - D. The District Board of Trustees of the College of Central Florida, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to College, its officials, employees, or volunteers.
18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Contractor shall ensure any and all subcontractors have coverage as required by applicable statutes. Contractor is not required to name

College as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by College's HR/Risk Director, so long as they are in accordance with Florida Statute.

19. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. College does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but that they are merely minimums. No insurance is provided by the College under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with College Risk Management.
- B. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the College and may be disapproved by College. Contractor is responsible for the amount of any deductible or self-insured retention.
- C. Certificates of Insurance. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "District Board of Trustees of the College of Central Florida" as an Additional Insured. Shown on the certificate as the certificate holder should be: **The District Board of Trustees of the College of Central Florida, 3001 SW College Rd, Ocala, FL 34474.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the College in the event of cancellation.

*Non-rated insurers must be pre-approved by the College Risk Manager.

- D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be in default under this Agreement.

20. SAFETY/ENVIRONMENTAL. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by College.

21. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades in compliance with the terms of this Agreement and other Contract Documents. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
- A. In addition to the requirements set forth in the Solicitation Documents, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
 - B. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the College may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.
22. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, and machinery, and surplus materials, and shall leave the campus and facilities clean and ready for occupancy by College.
23. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
24. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by College or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of College or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. College shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of College or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
25. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the College Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the College unless such work has been specifically requested and approved by the College Project Manager. Contractor shall be required to provide to the College Project Manager the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by College or public inspectors.

26. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of College at any time. Neither Contractor nor its agents or employees shall have employee status with College. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow College to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
27. **ACCESS TO FACILITIES.** College shall provide Contractor with access to all College facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
28. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
29. **RIGHT OF COLLEGE TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of College, the College Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by College to accomplish such completion shall be credited to College along with amounts attributable to any other elements of damage and certified by the Project Manager. The Project Manager certification as to the amount of such liability shall be final and conclusive.
30. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA; 352-854-2322; E-mail: mazurf@cf.edu; 3001 SW COLLEGE RD, OCALA FL 34474

31. **TAX EXEMPTION.** College is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012739697C-7). The College's Employer Identification Number is 59-1213999. Contractor doing business with College will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the College, nor will Contractor be authorized to use College's Tax Exemption Number for securing materials listed herein.
32. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the College's Internal or External auditors or by any other Florida official with proper authority.
33. **PUBLICITY.** Contractor shall not use College's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without College's prior written approval.
34. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
35. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in its performance under this Agreement occasioned by any act or omission to act by the College except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for by an extension of time to complete the performance of the work and fair and equitable compensation in accordance with the provision in the standard specification.
36. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the College. Contractor shall further disclose the name of any College employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the Agreement term must be disclosed to the College of Central Florida Procurement Department.
37. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
38. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall

have no effect upon the remaining portions of this Agreement.

39. **INDEMNITY.** Contractor shall indemnify College and its elected officials, employees and volunteers against, and hold College and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which College or its elected officials, employees or volunteers may sustain, or which may be asserted against College or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
40. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the College to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
41. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Owens, Renz & Lee Co., Inc.
dba Owens Realty Services
R Johansmeyer
1646 33rd Street – Suite 301
Orlando, Florida 32839
Phone: (407) 681-2000
Email: rjohansmeyer@owens-services.com

If to College :

College of Central Florida
3001 SW College Rd.
Ocala, Florida 34474
Phone: (352) 854-2322
Fax: (352) 291-4423
Email: trautmans@cf.edu

Copy to:

Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

42. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
43. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
44. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
45. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
46. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
47. **MUTUALITY OF NEGOTIATION.** Contractor and College acknowledge that this Agreement is a result of negotiations between Contractor and College, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
48. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
49. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third

persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

- 50. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
- 51. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 52. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 53. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 54. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2019.

**DISTRICT BOARD OF TRUSTEES OF THE
COLLEGE OF CENTRAL FLORIDA**

James D. Henningsen, Ed. D., President

Owens Realty Services

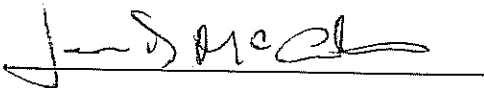
By: _____

Its: _____

State of Connecticut
County of Fairfield

On this the 10th day of October, 2019 before me, James D. McAteer the undersigned officer, personally appeared Randall Keith Ziegler, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

A handwritten signature in black ink, appearing to read "J. McAteer", is written over a horizontal line.

James D. McAteer
Notary Public
Date Commission Expires: 11/30/2023

This certificate associated / attached to a College of Central Florida Custodial Services Agreement – 65 pages including this Notarial Certificate.

Price Proposal - Part I

College of Central Florida

Sites	Net Square Footage	Unit Price	Multiplied By:	Annual Price
Ocala Main Campus	497,760	\$ 53,509.20	___x Net Sq. Ft. x 12 mos.	\$ 642,110.40
Levy Campus	53,799	\$ 5,783.39	___x Net Sq. Ft. x 12 mos.	\$ 69,400.71
Hampton Center	21,343	\$ 2,294.37	___x Net Sq. Ft. x 12 mos.	\$ 27,532.47
Appleton Museum of Art	63,959	\$ 6,887.59	___x Net Sq. Ft. x 12 mos.	\$ 82,507.11
Vintage Farms Campus	13,528	\$ 1,454.26	___x Net Sq. Ft. x 12 mos.	\$ 17,451.12
Airport Portable	1,234	\$ 132.66	___x Net Sq. Ft. x 12 mos.	\$ 1,591.86
Total Price	651,623*	\$ 70,049.47	___x Net Sq. Ft. x 12 mos.	\$ 840,593.67

Price Proposal - Part II

Billing Rates for Incremental Work (Beyond Baseline Contract Scope)	Unit Price
Supplemental Work (Non Supervisor)	\$ 15.95/HR
Supplemental Work (Supervisor)	\$ 19.95/HR
Light Maintenance Personnel (x1)	\$ 17.75/HR
Other	\$ 15.95/HR



**COLLEGE of
CENTRAL
FLORIDA**

SOLICITATION / OFFER and AWARD
-an equal opportunity college-

Page 1 of 64 pages

4. Description:

CUSTODIAL SERVICES

1. BID
 RFP
 ITN

2. RFP No. **19-2**

3. Issue Date **March 11, 2019**

5. ISSUING OFFICE:
College of Central Florida - Purchasing Department
Stewart E. Trautman, Jr., Director of Purchasing
3001 S.W. College Road
Purchasing/Founders Hall
Bldg. 1/Room 109
Ocala FL 34474

6. CONTACT INFORMATION
Solicitation Inquiries:
Stewart E. Trautman, Jr., Director of Purchasing
Phone: (352) 854-2322 Ext. 1227
Email: trautmas@cf.edu
Website: <http://www.cf.edu/purchasing>

PART I SOLICITATION (*Solicitation means an invitation to bid, a request for proposal, or a request to negotiation*)

7. One (1) original and five (5) copies for services prescribed herein will be accepted at the location specified in Block 5. The date and time for acceptance of this Request for Proposal shall be on **April 26, 2019 at 2:00 PM local time.**

CAUTION: LATE SUBMISSIONS WILL NOT BE ACCEPTED. ALL OFFERS ARE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS SOLICITATION.

8. **TABLE OF CONTENTS**

IN	SOLICITATION/OFFER	PAGE NO.	IN	SOLICITATION OFFER/CONTINUED	PAGE NO.
X	Section A - Solicitation, Offer & Award-Instructions General Conditions, Instructions, Information, Introduction	1 - 12	X	Section H - Insurance	34 - 37
X	Section B - Bid /Offer Response Form and Price Proposal	13 - 14	X	Section I - Evaluation of Written and Oral Proposals	38 - 40
X	Section C - Solicitation Schedule	15	X	Section J - Evaluation Information	41 - 43
X	Section D - General Information	16 - 18	X	Section K - Checklist and Forms	44 - 53
X	Section E - Statement of No Proposal Submittal	19	X	Attachment I - Building Square Footage	54
X	Section F - Special Provisions	20 - 25	X	Attachment II - Carpet Maintenance Care Procedures	55 - 63
X	Section G - Scope of Work	26 - 33	X	Attachment III - Custodial Service Request Form	64
			X	Exhibit A - Building Schematics	PDF
			X	Exhibit B - Site Inventory Classification	PDF

PART II OFFER (*To be fully completed by the Proposer/Offeror*)

9. In strict compliance with the above and contents prescribed herein, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the (proposer/offeror) from the date of receipt of proposal/offer specified above, to furnish any and/or all items specified and offered at the price indicated on the proposal/offer response form, within the specified delivery schedule).

10. ACKNOWLEDGEMENT OF ADDENDUMS 10A - 10C. If additional addendums are issued note on separate page. (Insert as an additional page 1A)	10A. ADDENDUM NO	DATE	10B. ADDENDUM NO	DATE	10C. ADDENDUM NO	DATE
	11. NAME AND ADDRESS OF PROPOSER/OFFEROR:			11A. TELEPHONE NO		11B. FAX NO
	Name:			11C. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)		
	Address:			Name		Title
	City	State	Zip	Signature (Person Authorized to Sign)		Date Signed
11D. Internet Address:						
11D. A Notice to Proceed (NTP) will be issued to begin services	12. REPRESENTATIONS AND CERTIFICATIONS					
	STATE CERTIFIED VENDOR?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Certification Number:	_____	
	Effective Dates:			_____ to _____		
11E. PAYMENT TERMS _____ (if other than Net 30)	CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Florida CMBE Certification No.	_____	
	Effective Dates:			_____ to _____		
11F. DELIVERY TERMS N/A (if other than FOB Dest)	Minority Type (Code) _____	Category: (H) African American (I) Hispanic (J) Asian American (K) Native American (M) American Woman (OSD Minority Categories)				
<i>While the College does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non-minority qualified firms.</i>						

PART III AWARD (*TO BE COMPLETED BY CF*)

13. AWARD AMOUNT: _____	14. BUDGET CODE: _____	15. GLC CODE: _____
16. AVP Financial Operations (or designee) Signature _____ Date _____		

17. AWARD RECOMMENDATION: _____ DIRECTOR OF PURCHASING _____ DATE _____

18. AWARD CONCURRENCE: _____ VICE PRESIDENT OF FINANCE AND ADMINISTRATION (or designee) _____ DATE _____

19. AWARD APPROVAL: _____ CF PRESIDENT OR DISTRICT BOARD OF TRUSTEES (or designee) _____ DATE _____

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

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

SECTION A

**Solicitation, Offer and Award (Competitive Sealed Proposal)
General Conditions, Instructions and Information for Proposers/Offerors**

These documents constitute the complete set of terms, conditions, statement of services and proposal offer response forms.

1. Definitions

- a) **Board** - Refers to District Board of Trustees College of Central Florida
- b) **College** and/or CF - Refers to College of Central Florida.
- c) **Contact** - Any questions concerning this Request for Proposal must be directed to the Director of Purchasing in writing or other designated officials as indicated herein. Contact with any other CF staff member or member of the District Board of Trustees, or staff, other than the noted contact person regarding this RFP prior to the posting of a recommendation for award shall be cause for disqualification.
- d) **Contract Administrator** - An individual responsible for the administration of all post award actions of the contract to ensure compliance with all terms and conditions of the solicitation/contract through contract completion/closeout.
- e) **Contract Manager** - An individual designated by the Director of Purchasing to perform management of all post award actions through interaction with the contractor's representative during the performance of services rendered.
- f) **Contractor** - An individual or company awarded the contract/agreement.
- g) **Evaluation Team** – Comprised of CF staff and faculty. Established to review and score the submittals in accordance with the criteria, and make a recommendation for award. The Director of Purchasing serves as the nonvoting Member.
- h) **Exceptions** - Contact may only be made during the Pre-Proposal Conference and Oral Presentation.
- i) **Proposer/Offeror** - Refers to company or person who submits a response to the solicitation.
- j) **Proposal** - An offer in response to an RFP.

- k) **RFP** - Request for Proposal - A formal request soliciting proposals. Includes specifications or scope of work and all contractual terms and conditions. This RFP will follow procedures established within the guidelines of F.S. 287.055 (Consultants Competitive Negotiation Act).

2. Contract period

The purpose of this Request for Proposal is to establish a three (3) year contract with two (2) – one (1) year options, based on performance review and other criteria established for awarding the contract.

The commencement date of a contract resulting from this proposal will be on **Monday July 1, 2019**, through **Thursday, June 30, 2022** with two (2) – one (1) year options beginning **Friday, July 1, 2022** ending **Sunday, June 30, 2024**. Contractor will accept all existing conditions and will have a grace period of 45 calendar days from the start of the contract to bring the facilities into the performance criteria in this proposal.

3. Proposal Submission

CF Purchasing Department will receive proposals at the address provided on page 1, Solicitation, Offer and Award, Block 5, and on the proposal due date as noted in Block 7.

4. Proposal Execution

All proposal/offers shall contain all documentation and the proposed cost requested in the solicitation on the proposal due date. The outside of the sealed envelope/container shall be clearly marked and contain the following information:

- RFP Number
- Proposer/Offeror Name
- Return Address
- Due date and time

Proposals must contain a manual signature of the authorized representative in block 11(c) on page 1, Solicitation, Offer and Award form to be determined responsive. Late proposal will be returned to sender unopened.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

5. Number of Proposal Copies/Financials

One (1) original and five (5) copies of the complete set of the proposals shall be submitted to the Purchasing Department, Bldg. 1/Room 109 on the proposal due date. This quantity is requested so that a full and complete copy of each proposal/offer received can be submitted to each member of the evaluation committee. Also, **your financial packet shall be included in another sealed envelope stamped "Confidential"**.

6. Unsolicited Proposals

Proposers/Offerors that obtain RFP documents from other sources must officially notify the purchasing department to ensure receipt of any forthcoming addendums or official communications. CF shall not be responsible for providing addendum to proposers who receive RFP documents from other sources.

7. Public Opening

Proposals shall be received by the Purchasing Department at the time and date provided on page 1, Solicitation, Offer and Award, block #7. On the official opening date the names of the firms submitting proposals/offers shall be publicly read at the specified location and will be posted on CF website. <http://www.cf.edu/purchasing> Persons with disabilities needing assistance to participate in the public opening should call purchasing at (352) 854-2322 extension 1527 at least 48 hours in advance of the public opening.

8. No Proposal Submittal

If your firm declines to submit a proposal, submit the Statement of No Proposal Submittal (Section E) page and give the reason in the space provided. Failure to submit either a Proposal or a Statement of No Proposal may result in removal from internal mailing lists for future solicitation requirements.

9. Delays

CF, at its sole discretion, may delay the scheduled due dates indicated herein if determined in the best interest of CF to do so. CF will notify all proposers/offerors of all changes in scheduled due dates by written addendum.

10. Proposal Withdrawal

Proposers/Offerors may withdraw their proposals by notifying CF in writing at any time **prior** to the time set for the proposal deadline. Proposers/Offerors may also withdraw their proposals in person or through an authorized representative. Proposers/Offerors and their representatives must disclose their identity (company

business card or other form of ID). Once opened, proposal becomes the property of CF and will not be returned.

11. Additional Information

No additional information may be submitted, or follow-up performed by any proposer after the stated due date outside of the formal oral presentation to the Evaluation Committee, unless specifically requested by the purchasing department.

12. Inquires

All proposers/offerors shall carefully examine the RFP documents in its entirety. Any ambiguities or inconsistencies shall be brought to the attention of the Director of Purchasing in writing provided that it is received before the date specified for submission of questions or prior to the receipt date of proposals/offers.

13. Addendum

If any revisions, clarifications or supplemental instructions are needed, the Director of Purchasing will issue a written addendum and post on the Purchasing website. Proposer/Offeror shall acknowledge receipt of any addenda by completing page 1 Solicitation/Offer and Award, Part II, block(s) 10A, B, C in its entirety and more if applicable.

14. Selection Process

A minimum of three (3) ranked companies from the written solicitation shall be invited to give oral presentations. These presentations shall be used to provide an opportunity for the proposer/offeror to explain their qualifications, methodologies and approach to the project, and their ability to furnish the required services. CF purchasing department will schedule any such presentations. The selection process will include reference checks and may require on-site visits to the proposer's place of business. In addition, proposers shall be required to visit all sites requiring custodial services following the mandatory pre-proposal. Schematics will be provided on the CF Purchasing website.

15. Posting of Ranking

Following oral presentations, the Evaluation Committee shall rank the short-listed firms in accordance with weighted criteria and points as indicated within the RFP and shall make a recommendation to the CF Director of Purchasing. The recommendation for ranking will be posted for review by interested parties on the Purchasing website and will remain posted for a period of 72 hours.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

16. Identical or Tie Proposals

In the event that two (2) or more proposals/offers are deemed equal during the evaluation process the following criteria in order of importance from the highest priority to the lowest priority will be used: (1) Drug Free Workplace certification in accordance with F.S. 287.087; (2) offer is from a Florida domicile entity, (3) if one offer is from a certified minority business enterprise, the award shall be made to the CMBE (4) when an offer is deemed by the College to be in its best interest considering factors such as; prior performance, or (5) by coin toss or drawing of numbers by an authorized purchasing official or designee.

17. Negotiation and Award

CF anticipates award to the highest ranked proposer/offeror as determined by the CF Evaluation Committee to be the most advantageous. Final approval of the ranking of proposer/offeror(s) will be made by the District Board of Trustees, President or designated CF official.

The proposer/offeror understands that the RFP and ranking process does not constitute any offer, agreement or a contract. Once the ranking is approved, negotiations may commence with the top ranked firm. If successful, CF will award and enter into a contract with that firm. Failure to negotiate or reach an agreement with the first ranked firm will result in a determination to negotiate with the second, or third ranked proposer/offeror until an award has been made. The award will become binding upon approval by the appropriate level of authority within CF and fully executed by the parties herein.

18. Posting of Intent to Award

Recommendation for award will be posted for review by interested parties at the Purchasing Department prior to submission through the appropriate approval process. The Notice of Intent to Award will be posted for a period not less than 72 hours. Any person who is adversely affected by the College's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Rule 13A-1.006(3), Florida Administrative Code. Failure to file a protest within the time prescribed in F.S. 120.53(5), shall constitute a waiver of proceedings.

19. Award

The College anticipates award to the proposer/offeror who submits the proposal/offer determined to be most advantageous. The College anticipates awarding one (1)

contract, but reserves the right to award more than one contract if determined in the best interest of the College. If the awarded contract is terminated or cancelled within the first 12 months of the contract period, CF may elect to negotiate and award the contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the College. The College also reserves the right, but is not obligated, to negotiate with the prevailing responder in order to improve a term or condition so that it is more beneficial to the College. All such waivers or negotiations, and the justifications therefore, will be reduced to writing. Proposers/Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive to all proposal requirements, submission requirements, general conditions and special conditions of this Request for Proposals.

20. Proposal/Offer Preparation Costs

Neither CF nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal/offeror. Proposers/Offerors should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer/offeror ability to meet all requirements of the RFP.

21. Accuracy of Proposal Information

Any proposal containing information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

22. News Release

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

23. Public Records

Upon award recommendation or thirty (30) calendar days after public opening, whichever occurs first, proposals/offers become "public records" and shall be subject to public disclosure consistent with Chapter 119.071(2), Florida Statutes. Proposers/Offerors must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted as a result of the RFP are handled in accordance with FS 119.071 (3) (c).

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

24. **Acceptance/Rejection of Offers**

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the solicitation in its entirety. The College reserves the right to reject the proposal of any firm who has previously failed in proper performance of an award or to deliver on time contracts, or who in the College's opinion, is not capable to perform the requirements of the solicitation.

25. **Legal Requirements**

Federal, state, county, and local ordinances, rules and regulations that in any manner affect the items herein apply. Lack of knowledge by the proposer/offeror will in no way be cause for relief from responsibility. If the proposer/offeror observes that the instructions and/or scope of services herein are at variance therewith they shall promptly notify the College in writing.

26. **Drug-Free Workplace**

Whenever two or more proposals which are equal with respect to price, quality, and service are received by CF for the procurement of commodities or contractual services, the proposal received from a business that completes the attached Drug Free Workplace form page certifying that it is a Drug Free Workplace shall be given preference in the award process.

27. **EEO Statement**

CF is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin, or gender.

28. **Contractual Agreement**

The terms, conditions, and provisions in this solicitation (RFP) may serve as or can be merged into the final contract or purchase order (if applicable). The order of precedence will be general law, the purchase order or contract, incorporating the terms and conditions of this solicitation and the response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of the State of Florida. The venue shall be Marion County of the State of Florida.

29. **Permits/Licenses/Fees**

Any permits, licenses, or fees required will be the responsibility of the Proposer/Offeror. No separate or additional payment will be made.

30. **Changes/Adjustments/Deviations**

No changes, adjustments, or deviations shall be accepted on any item unless conditions or specifications of an RFP expressly so provide. Any other changes, adjustments, or deviations shall require prior written approval, and shall be binding ONLY if issued by CF Purchasing Department. The proposer/offeror shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as required herein.

31. **Proposer's Conditions**

Any conditions to be made as part of the bid/offer should be submitted on the "Affidavit of Compliance", provided herein and fully executed as instructed.

32. **Compliance with Occupational Safety and Health**

Proposer/Offeror certifies that all material, equipment, etc., contained in his/her proposal/offer meets all applicable OSHA requirements. Proposer/Offeror further certifies that, if he/she is the proposer/offeror and the material, equipment, etc., delivered is subsequently found to be defective in any applicable OSHA requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the proposer/offeror.

33. **Americans With Disabilities Act**

Proposers/Offerors should identify any products that may be used or adapted for use by visually, hearing or other physically impaired individuals.

34. **Joint Ventures**

Proposals 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 RFP.

35. **References**

Proposers/Offerors shall submit a list of current and past references with their proposal/offer submittal. Include the name of contact persons who have personal knowledge of the proposer's performance. The contact person should have been informed that they are being named as a reference, and that CF may be sending a reference questionnaire via email/facsimile or by telephone. Do not list persons who are unable or unwilling to answer specific questions regarding your performance.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

36. Employees, Subcontractors, and Agents

No portion of the work shall be subcontracted without prior written consent of the College. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the College the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractors and shall assure compliance with all requirements of the contract.

37. Public Entity Crimes (Purchases Greater than Category Two \$35,000.00) including Federal Grants

Pursuant to OMB Circular A-110, Subpart B, Section 13, A person or affiliate who has been placed on either the Federal Excluded Parties List system (FEPLS) or the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal or enter into a contract to provide goods and/or services, construction or repair of a public building, leasing of real property, may not submit a proposal or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, (i.e. \$35,000) who is listed on the convicted vendor list. The Federal Excluded Parties List System can be located at: <http://epls.gov>

38. Discriminatory Vendors List(s)

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal or offer to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity. The State of Florida Discriminatory Vendor List can be found at: <http://myflorida.com>.

39. Unauthorized Employment of Alien Workers

The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provision as determined pursuant to Section 274A of the Immigration and Nationality Act.

40. Rules Regulations, Laws, Ordinances and Licenses

The successful proposer/offeror agrees that it shall observe and obey all the laws, ordinances regulations and rules of the federal state and local governments. It

shall also comply with all of the College's rules and requirements.

41. Affirmation

Submission of a proposal, proposer/offeror affirms that his/her proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respect fair without collusion or fraud. Proposer agrees to abide by all conditions of the RFP requirements contained herein.

42. Conflict of Interest

All proposers must disclose with the proposal submitted the name(s) of any officer, director, or agent who is also an employee or District Board of Trustee of College of Central Florida (CF). All proposers must disclose the name of any CF employee or District Board of Trustee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm. The Conflict of Interest Disclosure Form shall be completed and submitted as part of the proposal response.

43. Indemnification

The proposer/offeror without exemption shall indemnify and hold harmless the College (CF), its agents, employees, volunteers and/ or any of its District Board of Trustee members from and against all claims, losses, and expenses including attorney's fees, arising or resulting from performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the College or any of their agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under workmen's compensation

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

acts, disability benefit acts, or other employee benefit act.

44. Force Majeure, Notice of Delay, and Non Damages for Delay

The proposer/offeror shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the proposer/offeror or its employees or agents contributed to the delay and the delay is due directly to acts of GOD, wars, and acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the proposer/offeror's control, or for any of the foregoing that affect subcontractor or suppliers if no alternate source of supply is available to the proposer/offeror. In the case of delay the proposer/offeror believes is excusable, the proposer/offeror shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, or (2) If the delay is not reasonably foreseeable, within five (5) days after the date the proposer/offeror first had reason to believe that a delay could result.

45. Protests

Failure to file a protest within the time prescribed in F.S..120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. In accordance with F.S.287.042, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to F.S. 120.53(5) (b) shall post at the time of filing the formal written protest a bond payable to the College in an amount equal to one percent (1%) of the total volume of the contract or five thousand dollars (\$5,000), whichever is less. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the agency prevails, it shall recover all costs and charges which shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs

and charges which shall be included in the final order of judgment, excluding attorney's fees.

46. Disputes

In case of any doubt or differences of opinion as to the items to be furnished, the College's decision shall be final and binding on both parties.

47. Termination for Default

Should the contractor default under the terms of the contract, which incorporates the RFP requirements, such default will be determined at the sole discretion of the College will give the contractor written notice, and the contractor will have (10) calendar days from the date of notice to correct the default. If the contractor fails to correct the default within the period specified in the written notice, the College will have the right to notify the contractor in writing of the termination of the contract. In addition, the College may report the default to other entities that may have an interest in the solicitation activities of the College.

48. Termination for Convenience

The College by written notice may terminate the contract in whole or in part when the College determines in its sole discretion that it is in the College's interest to do so, The proposer/offeror shall not furnish the product after it receives the notice of termination, except as necessary to complete the continued portion of the contract if any product after it receives the notice.

49. Termination for Cause

The College may terminate the contract if the proposer/offeror fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Florida Administrative Code (FAC) 60A-1.006 (3) governs the procedure and consequences of default. The proposer/offeror shall continue work on any work not terminated. Except for defaults of subcontractor at any tier, and if the cause of the default is completely beyond the control of both the proposer/offeror and the subcontractor, and without the fault or negligence of either, the proposer/offeror shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the to meet the required delivery schedule. If after termination, it is determined that the proposer/offeror was not in default,

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the College. The rights and remedies of the College in the clause are in addition to any other rights and remedies provided by law or under the contract.

50. **Purchases by Other Entities (Piggy-Back)**

In accordance with State Board of Education rule 6A-14.0734 (2) (c), the successful proposer may extend stated services to any other community college or public entity that may wish to use this proposal for the purpose of obtaining the same items/or services during a stated contract period.

51. **Recycling**

The successful proposer/offeror must comply with any current or future recycling programs established by the state, county, municipality and/or College of Central Florida. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of the award if applicable. Contractor responsibility is limited to moving recyclables from local/room specific containers to larger site-wide containers.

52. **Bonding**

Proposal performance or payment bonds shall be provided when specified by the terms of the Solicitation, Offer and Award. The amount shall be that determined by the College to be reasonable and necessary to protect the best interest of the College. The bond may be in the form of a surety bond, cashier's check, endorsed certificate of deposit, money order or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the College in case the proposer shall fail or refuse to execute the contract. A performance, payment or bid bond form may be included as part of this solicitation and can be utilized for the above purpose if applicable. A performance bond is not required for initial submission. Only the awardee will be required to provide a performance bond. "The amount of the performance bond shall equal 10% of the annual contract price for each of the five (5) years". In addition, the awardee may also submit an irrevocable letter of credit prior to commencement of services.

53. **Services**

The College reserves the right to inspect all services in accordance with the contract requirement and/or as called for on the purchase order or blanket purchase agreement.

Acceptance and/or rejection shall be made as promptly as possible after completion or delivery.

54. **Safety Standards**

Unless otherwise stipulated in the proposal all manufacturer items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards and any applicable Florida standards.

55. **Safety Data Sheet**

Contract awardee shall provide SDS sheets to College for all chemicals used under this contract prior to date of contract commencement. The information is requested in accordance with the Florida's Right-to-Know law.

56. **Government Restrictions**

If any government restrictions are imposed before or during this performance it will be the proposers/offerors responsibility to notify the Director of Purchasing in writing at once. Indicate in the letter the specific regulation that required an alteration. The District Board of Trustees reserves the right to accept any such alteration, including such price adjustments or to cancel the action at no expense to the Board.

57. **Rejection of Third Party Assignments**

The College reserves the right to reject third party assignments except with the prior written approval of the College.

58. **Toxic Substances**

Successful proposer/offeror shall comply with Section 1013.49, Florida Statutes, if they are involved in any manner with toxic substances and shall notify the Director of Facilities & Plant Operations in writing of any substance to be used which is enumerated in the Florida substance list, at least three (3) working days prior to using the substance. The notification shall contain: (1) the name of the substance to be used; (2) where the substance is to be used; and (3) when the substance is to be used. If the successful proposer/offeror uses subcontractors, the proposer shall be responsible for insuring that all subcontractors are in compliance with the above statute.

59. **Travel Expenses**

Proposer/Offeror shall not charge the College for any travel expenses, meals and lodging without College's prior written approval. Upon obtaining College's written

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

approval, proposer may be authorized to incur travel expenses payable by the College to the extent and means provided by F.S. 287.058 (1) and 112.061. Any expenses in excess of the prescribed amounts shall be borne by the proposer. Routine travel to and between CF sites in support of this contract is responsibility of the contractor.

60. **Public Meeting and Records**

All meetings as a result of this solicitation shall be conducted in strict compliance with F.S. 286.11.

61. **Jessica Lunsford Act:**

A criminal record check shall be made for each person prior to employment/assignment to CF's contract. The successful proposer will be required to certify to CF that all personnel working on the CF contract shall have no criminal record/history for the past five (5) years. Any personnel having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude, or any person who has been classified as a sexual offender or sexual predator under the Laws of Florida or any other state, with ten (10) years immediately preceding the date of his/her original employment application with the proposer will be forbidden to be assigned by the proposer to CF.

62. **Background Screening Requirements:**

The College Board of Trustees is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will represent and warrant that the personnel assigned to the project do not possess criminal records that would violate the College Board's standards for employment set forth policy.

63. **Fingerprinting:**

Pursuant to Florida Statute 435.05 titled "Employment Screening" bidder agrees that as a condition of entering into this contract bidder shall conduct and pass a "Level 2" security background investigation on all prospective employees prior to them working on CF premises. Pursuant to Florida Statute 435.05 titled "Requirements for covered employees and employers" contractor will prohibit any of their employees from working on CF premises whose "Level 2" screening demonstrates that he/she failed to report criminal convictions accurately on the employment application form and for any disqualifying offenses while employed. Pursuant to Florida Statute 435.07 titled "Exemptions from Disqualification" contractor shall follow Florida Statute

435.07 (1) (a) 1. Pursuant to Florida Statute 435.07 (4) (b) contractor shall note that no exemption may be granted to any person who is a sexual predator, sexual offender, or career offender regardless of the amount of time that has lapsed since the disqualifying offense. Contractor must certify to CF on at least an annual basis of the review and compliance of this contract item.

64. **Availability of Funds**

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

65. **USB Flash Drive**

In addition to the one (1) original and five (5) copies the proposers shall submit this RFP on a USB Flash Drive. These items are to be sealed.

66. **Price Adjustments**

Annual ECI Adjustment - At the end of each annual period, the Contract Price shall be increased by the lesser of two (2) percent or a percentage equal to the percentage increase in the Employee Cost Index for Civilian Workers, Compensation, 12 Month Percent Change, Seasonally Adjusted, published by the United States Department of Labor over the most recently published twelve (12) month period. Should the applicable Employee Cost Index over the most recently published twelve (12) month period decrease, the Contract Price shall not change from the previous annual period.

67. **Performance Evaluation:** At the end of the contract, the College may evaluate the contractor's performance. This evaluation will become public record.

68. **Contract Fulfillment:** Contractors who enter into agreement with the College and fail to complete the contract term, for any reason, will be subject to future proposal suspension for one (1) year, and up to a possible three (3) years proposal debarment for serious contract failures.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION A
INFORMATION**

Proposals subject to the terms, conditions, and specifications contained herein are hereby made part of this request. All proposals must be executed and submitted as noted in Section D. The face of the proposal must be addressed as follows:

RFP 19-2 Custodial Services

Attn: Stewart E. Trautman, Jr., Director of Purchasing
College of Central Florida
3001 SW College Road
Founders Hall, Building 1, Room 109
Ocala, Florida 34474

The proposal must be received and be physically located in the Purchasing Department no later than **Friday April 26, 2019/2:00 PM** at which time proposals will be opened and recorded. Any proposals that arrive in the purchasing department after this time will be disqualified. The proposals will not be immediately evaluated. An internal evaluation committee will review the proposals at a later date. Proposers selected to give oral presentations will be contacted to set up an appointment. Rankings from initial evaluation will be posted at <http://www.cf.edu/purchasing>.

Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

All proposing firms shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of CF in writing prior to the due date; failure to do so, on the part of the proposing firm, will constitute an acceptance by the proposing firm of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents shall be requested in writing, and received by CF **at least seven (7) calendar days prior** to the due date.

It is requested that all questions be e-mailed to trautmas@cf.edu, using the following subject line: **(RFP NUMBER) Question**. Such inquiries regarding this RFP outside the Pre-Proposal Conference must be submitted in writing to CF's Director of Purchasing. CF will provide written answers to the questions in the form of written addendum which will be uploaded to the CF Purchasing website at:

<http://www.cf.edu/community/cf/purchasing/solicitations>

CF will not be responsible for any oral instructions made by any employee(s) of CF in regard to this RFP.

Stewart E. Trautman, Jr.
Director of Purchasing

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION A
INTRODUCTION**

A. Intent and Purpose

The District Board of Trustees of College of Central Florida, hereinafter referred to as 'College', requests competitive proposals from licensed and qualified companies that can provide custodial services to the College. The College seeks to enter into one (1) agreement with one (1) contractor to provide custodial services to the college. Custodial Services will be performed at the locations identified as the Ocala Campus, Hampton Center, Vintage Farms Campus, Levy Campus, Airport Portable and Appleton Museum of Art.

It is anticipated the professional custodial services will be provided beginning on or about **July 1, 2019**, effective for a period of three (3) years ending June 30, 2022 with two (2) optional one year extensions.

Interested proposers must be licensed in the State of Florida and meet all other requirements as may be required by law. The professional custodial service proposer must demonstrate relevant experience as later described in this Request for Proposal.

Interested proposers are advised to thoroughly familiarize themselves with all details contained herein. The college reserves the right, at its' discretion, to waive any informality in the selection process and to reject any or all Statements of Proposal. The college reserves the right to award a contract to the next most qualified firm if an acceptable contract cannot be negotiated. The College reserves the right to award to more than one firm. The college reserves the right to award custodial services to one firm or multiple firms. The college reserves the right to add, delete or modify services during the contract period under the same terms and conditions of this agreement.

B. Project Description

Project: Custodial Services
 College of Central Florida

The District Board of Trustees of College of Central Florida intends to establish one contract for the purpose of providing custodial service at its campuses identified below. The College reserves the right to award to more than one firm. The College reserves the right to award custodial services to one firm or multiple firms. The College reserves the right to enter into more than one (1) agreement with more than one (1) Contractor to provide custodial service for the College. The College reserves the right to add, delete or modify services during the contract period under the same terms and conditions of this Agreement.

Locations: College of Central Florida, **Ocala Main Campus**
 3001 SW College Road
 Ocala, Florida 34474

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION A
INTRODUCTION**

College of Central Florida, **Levy Campus**
15390 NW Highway 19
Chiefland, Florida 32626

College of Central Florida, **Hampton Center**
1501 West Silver Springs Boulevard
Ocala, Florida 34475

College of Central Florida, **Vintage Farm Campus**
4020 SE 3rd Avenue
Ocala, Florida 34480

College of Central Florida, **Appleton Museum of Art**
4333 E. Silver Springs Boulevard
Ocala, Florida 34470

Airport Portable
3103 SW 67th Avenue
Ocala, Florida 34474

C. College of Central Florida Information

A typical schedule for the College has the campuses open for classes from 7:00 a.m. EST to 10:30 p.m. EST, Monday through Friday, with reduced schedules and/or special classes and/or college sponsored events on Saturdays and Sundays. There are normally two breaks during the year, one in the spring months and the other during the December holiday season. While the spring break is one week in duration, the December holiday break may be one to two weeks in duration. The College will supply an annual College calendar to the contractor upon request which provides information on term dates, closed dates, graduation dates, and so forth.

College of Central Florida was founded in 1957 as one of 28 public community colleges in Florida and recently became a four year college. Contract facility functions vary and some have non-standard operating hours. It is contractor responsibility to understand and work within operational hours of each building. Additional information can be found on the official college website at <http://www.cf.edu>.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION B
PRICE PROPOSAL OFFER RESPONSE FORM**

This is to certify that I (proposer) have read and understood the terms, conditions, specifications and other instructions contained in this request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this invitation.

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

PROPOSER: _____

SIGNATURE/TITLE: _____

PROPOSING AS: ___ CORPORATION ___ INDIVIDUAL ___ OTHER (explain) _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____ WEBSITE: _____

PRICE PROPOSAL – PART I

College of Central Florida

Sites	Net Square Footage	Unit Price	Multiplied By:	Annual Price
Ocala Main Campus	497,760		_____ x Net Sq. Ft. x 12 mos.	\$
Levy Campus	53,799		_____ x Net Sq. Ft. x 12 mos.	\$
Hampton Center	21,343		_____ x Net Sq. Ft. x 12 mos.	\$
Appleton Museum of Art	63,959		_____ x Net Sq. Ft. x 12 mos.	\$
Vintage Farms Campus	13,528		_____ x Net Sq. Ft. x 12 mos.	\$
Airport Portable	1,234		_____ x Net Sq. Ft. x 12 mos.	\$
Total Price	651,623*		_____ x Net Sq. Ft. x 12 mos.	\$

Note: Above is an estimate only for proposal evaluation purposes.

*Total square footage of each building found in **Attachment I**. Contractor is responsible for reviewing **Exhibit A – Schematics and Exhibit B – Site Inventory Classifications** to understand which rooms need what level of cleaning in each facility.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION B
PRICE PROPOSAL OFFER RESPONSE FORM**

PRICE PROPOSAL – PART II

Billing Rates for Incremental Work (Beyond Baseline Contract Scope)	Unit Price
Supplemental work (Non Supervisor)	/HR
Supplemental Work (Supervisor)	/HR
Light Maintenance Personnel (x1)	/HR
Other	/HR

Note: Above is an estimate only for proposal evaluation purposes.

THIS DOCUMENT MUST BE SUBMITTED AND BE SEALED IN AN ENVELOPE

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION C
SOLICITATION SCHEDULE**

1. The tentative schedule for this solicitation is as follows:

Date	Item, Location and Time
March 11, 2019 March 18, 2019 March 25, 2019	RFP Advertised and Released (distributed)
Wednesday, April 3, 2019 9 - 11 AM	Mandatory Pre-Proposal Meeting – Board Room/Founders Hall/Bldg. 1 Site visit immediately after pre-proposal
Wednesday, April 17, 2019 @ 1:30 PM	Evaluation Team briefing – Founders Hall – Conference Room 105
Friday, April 19, 2019 4:00 PM	Last date for questions
Friday, April 26, 2019 2:00 PM	Proposals Due – Founders Hall – Room 109
Monday, April 29, 2019 (Time of pick up to be announced)	Evaluation team picks up RFP 19-2 proposals and begin evaluations Founders Hall – Room 109
Thursday, May 9, 2019 @ 2:00 PM	Evaluations due to Director of Purchasing at Founders Hall – Room 109
Wednesday, May 15, 2019 2:00 PM	Meet to review and shortlist proposals – Founders Hall – Room 105
Thursday, May 16, 2019	Posting of shortlist
Wednesday, May 29, 2019 9:00 AM – 4:30 PM	Oral Presentations- Short listed firms - Board Room/Founders Hall/Bldg. 1
Monday, June 3, 2019	Director of Purchasing will tabulate final points
Wednesday, June 5, 2019	Recommendation of Award to Vice President of Administration & Finance
Wednesday, June 26, 2019	Board Approval
Monday, July 1, 2019	Contract term begins for custodial services

2. The above schedule is subject to change. All changes will be posted on the CF Purchasing Website at: <http://www.cf.edu/purchasing>

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION D
GENERAL INFORMATION**

1. Purpose

- A. The purpose of this RFP is to obtain the services of one (1) qualified, licensed and professional company to enter into one (1) agreement to provide custodial service for the College. Custodial Service will be performed at the locations identified as the Ocala Campus, Hampton Center, Vintage Farm Campus, Levy Campus, Airport Portable and Appleton Museum of Art.

The College reserves the right to award to more than one firm. The College reserves the right to award custodial services to one firm or multiple firms. The College reserves the right to enter into more than one (1) agreement with more than one (1) contractor to provide custodial services for the College. The College reserves the right to add, delete or modify services during the contract period under the same terms and conditions of this Agreement.

- B. Locations: College of Central Florida, **Ocala Main Campus**
3001 SW College Road
Ocala, Florida 34474

College of Central Florida, **Levy Campus**
15390 NW Highway 19
Chiefland, Florida 32626

College of Central Florida, **Hampton Center**
1501 West Silver Springs Boulevard
Ocala, Florida 34475

College of Central Florida, **Vintage Farm Campus**
4020 SE 3rd Avenue
Ocala, Florida 34480

College of Central Florida, **Appleton Museum of Art**
4333 E. Silver Springs Boulevard
Ocala, Florida 34470

Airport Portable
3103 SW 67th Avenue
Ocala, Florida 34474

- C. Campus/Center maps can be viewed at the following website: <http://www.cf.edu>
- D. The Director of Facilities office is responsible for performance monitoring of the contractor's services it provides at the respective locations.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION D
GENERAL INFORMATION**

- E. After the mandatory pre-proposal meeting there will be a mandatory site visit to all facilities under this RFP. Failure to attend the site visit will call for disqualification and proposal will not be considered for these services. By submitting a response, the Proposer acknowledges familiarity with the sites, the size and complexity of the project and the scope of work. See Attachment I – Building Square Footage, Exhibit A – Building Schematics and Exhibit B – Site Inventory Classifications.
- F. The successful proposer shall perform its services in accordance with the highest standards and practices and operate within the guidelines of the following, but not limited to, State requirements for Educational Facilities 2014 (SREF), State of Florida Statutes and OSHA regulations.

2. Background

The current contract for the College’s custodial services is with Owen’s Realty Services and is scheduled to end on 6/30/2019. Prior to the Owens Realty Service 3 Year + 1Year + 1Year agreement from July 1st 2013 through June 30th, 2019. The college utilized a 5 year agreement with GCA Services Group, Inc., July 1st 2008 through June 30th, 2013.

The contract expenditure for the period 7/1/2018 – 6/30/2019 is approximately, excluding special projects: \$731,483.47 (does not include Vintage Farms).

3. Site Visit

A site visit is scheduled immediately following the mandatory pre-proposal which is scheduled for April 3, 2019. The proposer will be familiar with the exact nature and existing conditions of the work areas and requirements of the specifications for extent and quality of work to be performed prior to submission of the proposal. By submitting a proposal, contractor attests that the site visit has been conducted.

4. Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held on **April 3, 2019 at 9 AM and will conclude at 11:00 AM**. The meeting will take place in the Board Room, Founders Hall, Building 1. The purpose of this conference is to allow potential proposers an opportunity to present questions and obtain clarifications relative to any part of this proposal. Attendance at this conference is a prerequisite to submitting a proposal. Any changes resulting from this conference will be issued in a written addendum.

5. Selection Committee Meeting

Selection committee is scheduled to meet Wednesday, April 17, 2019 at 1:30 p.m. to be briefed on their responsibilities and duties. The members of this committee will be responsible for evaluating the proposals and making a recommendation to the Director of Purchasing as to what company should be shortlisted and also will be responsible for evaluating individuals during oral presentations.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

SECTION D
GENERAL INFORMATION

6. Interviews (oral presentations)

Letters will be sent to the respective proposers to inform them that they will be performing oral presentations. A minimum of three (3) firms will be interviewed.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

SECTION E
STATEMENT OF NO PROPOSAL SUBMITTAL

If your company does not intend to propose on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to:

RFP 19-2 Custodial Services

Attn: Stewart E. Trautman, Jr. Director of Purchasing
College of Central Florida
3001 SW College Road
Founders Hall, Building 1, Room 109
Ocala, Florida 34474

Failure to submit either a Proposal or a Statement of No Proposal Submittal shall be cause for removal from future mailing lists.

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

- Scope of Work or Terms and Conditions are too "restrictive." (Please explain below)
- Unable to meet requirements
- RFP was unclear (please explain below)
- Insufficient time to respond
- We do not offer this type of service or equivalent
- Our employee man loading would not permit us to perform
- Unable to meet bond or insurance requirements
- Other - please explain: _____
- Remove us from your "Proposers List"

COMPANY: _____

SIGNATURE/TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____ WEBSITE: _____

This form must be completed and returned with your proposal submittal

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION F
SPECIAL PROVISIONS**

1. Contractor shall assume full responsibility and be held liable by CF for any loss of property and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this agreement or from contractor's failure to properly secure college facilities. The extent of this responsibility is not limited to only CF property but extends to any property including lease equipment on college locations. Contractor shall be held liable by CF for damages caused by his/her employees to any equipment apparatus or installed property in the buildings in which work is performed under this specification.

Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the college.

2. Any number of counterparts of this agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.
3. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.
4. No change, modification, termination or attempted waiver of any of the provisions of this agreement shall be binding upon any party hereto unless reduced in writing and signed by the party or parties against whom enforcement is sought.
5. All understandings and agreements between the parties are contained herein and the parties acknowledge that no representation or warranties have been made other than those specifically set forth herein.
6. This agreement is not assignable unless all parties to this agreement approve of the assignment.
7. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.
8. If any party to this agreement is a corporation or a partnership, then all such parties represent to all parties to the agreement that they are duly organized, validly existing and in good standing under the laws of the State of Florida and have full capacity, power and authority to convey execute this agreement and to otherwise comply with the terms and conditions of this agreement.
9. The title and captions of paragraphs and subparagraphs contained in this agreement are provided for convenience of reference only, and they shall not be considered a part of this agreement for purposes of interpreting or applying this agreement; such titles or captions are not intended to define, limit, extend,

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION F
SPECIAL PROVISIONS**

explain, or describe the scope or extent of this agreement or any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.

10. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular or plural, as the identity of the person or entity of the persons or entities may require.
11. The contractor selected through this RFP process shall furnish all supervision, labor, and supplies required for the satisfactory performance of the work. Contractor shall employ trained, reliable, quality conscious workers. All employees shall be mentally and physically competent to perform the services required. The contractor shall at all times, enforce strict discipline and good order among his/her employees.
12. Services to be performed under this contract shall be subject to inspection and approval by the designated college representative. Any questions which may arise as to the work performed, the manner of performance, and the rate of progress of the work, shall be decided jointly by the contractor and the Director of Facilities.
13. A person identified by the contractor (reasonably acceptable to the college), and the Director of Facilities, or designee, shall meet not less than bi-monthly to discuss the services and any other issues that deem appropriate. The meetings may be by telephone or in person. Any of these meetings may be canceled by the Director of Facilities if he determines that it is not necessary to meet.
14. All employees assigned by the contractor to perform the work under this contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be contractor's responsibility to ensure that all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in this type of work.
15. The Contractor will:
 - a. Require all their employees to report for duty in CF approved uniforms with logo and approved photo ID badges while on campus. Contractor will be responsible for providing badges for all employees to be worn on site.
 - b. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal. Parking decals may be obtained without cost upon request to the College. Parking, during all shifts, is only authorized in designated parking lots.
 - c. Ensure lead employees, supervisors and managers, shall be easily identified by their uniform, i.e., differentiated uniform with logo.
 - d. Prohibit their employees from disturbing papers on desks (must dust/clean around items on the desks), opening desk drawers or cabinets, or using the telephones, computers or office equipment provided for College use.
 - e. Require their employees to comply with instructions pertaining to conduct and building rules and regulations.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION F
SPECIAL PROVISIONS**

- f. Ensure that employees do not have access to buildings or CF property unless on official duty. Access shall not be given to friends or family members.
- g. Conduct a national criminal background check on all prospective employees before hiring them to work on the CF premises. The contractor will reject any person whose criminal background check demonstrates that 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 original employment application with the contractor will be forbidden to be employed by the contractor hired by CF. Fingerprinting may be conducted by CF Public Safety, any fees associated are to be paid by the contractor.
- h. Verify to the College that personnel assigned to the College are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form (5) or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
- i. Prohibit any person who has been classified as a sexual offender or sexual predator under the laws of Florida or any other state from working at the College. The college may require the contractor to remove and /or prohibit the individual from the campus immediately, with or without cause, in the College's sole discretion (but no such removal shall be deemed to require the contractor to terminate any individual's employment). Staff assigned to the collegiate school, as well as supervisors, shall have a level 2 background check as defined by Chapter 435 F.S.
- j. Notice shall be given, immediately and in writing, to CF Director of Facilities upon the contractor becoming aware of changes to an employee's status in e-h above.
- k. Verify to the College that all employees hired are bonded.

16. Management/Supervision

Contractor shall at all times provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the contract. When the work is being 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 CF's representative. Management/Supervision shall be responsible for hiring, training, equipping, supervising, directing, discharging, and issuing uniforms for all custodial services personnel. Management/Supervision shall also be responsible for monitoring the college's event scheduling software (Fastbooks) and electronic work order management software (Schooldude) in order to assure setups and work orders are completed in a timely manner.

The contractor shall provide, for approval by the college, a hierarchy/chain of command for management and supervision of all contractor staff at each of the noted locations. The contractor shall provide CF's

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION F
SPECIAL PROVISIONS**

representative written lists of all key employees. This list shall be kept up-to-date. The list shall include: Employee's full legal name, home address, home telephone number, cell phone number, and email address. Contractor shall notify CF in the event of key personnel changes which might affect this contract. Notification shall be made immediately of said changes. CF has the right to approve key personnel. An employee in a management and supervisory or leadership role shall be considered key personnel.

Each campus under this contract shall have a contractor employee on-site during hours of operation who communicates fluently in English. This person can be the Supervisor, or another individual, if the Supervisor is not on site.

17. Non Supervisor Positions

Custodial (day shift)

1. General tasks:

- a. Be on call during normal hours for service requirements from Facilities Customer Service and to address issues reported through the college's work order management system. These include but are not limited to spills, wet floors, breakage, waste and fluids clean-up and event set-ups.

18. The college reserves the right to add another campus under the same terms, specifications, and conditions of this contract.
19. Other work required outside the scope of the contract will be quoted under regular purchasing procedures. The successful contractor will be afforded the first opportunity to quote on these projects.
20. Contractor shall notify the campus security representative of any observed irregularities such as, unlocked doors, and lights left on.
21. Contractor will be provided keys for access to the buildings. It shall be contractor's responsibility to secure all doors when leaving the facility. Under no condition (except for emergency) shall contractor's personnel lend out keys or open doors for any unauthorized personnel, including college personnel. Any lost keys will be paid for by contractor. Any re-keying of buildings necessitated by keys being lost by contractor will be paid for by contractor.
22. Contractor shall be responsible for safe-guarding all CF property under contract. At the close of each work period, college facilities shall be secured.
23. Contractor shall be responsible for turning off all non-security lights when not needed.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION F
SPECIAL PROVISIONS**

24. The contractor is an independent contractor and will furnish services upon its own credit rather than as an employee, agent or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the contractor; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from College to contractor or the employees, agents or public servants of the contractor. Contractor will be solely and entirely responsible for contractor's acts and for the acts of contractor's agents, employees and public servants during the performance of the agreement.
25. Contractor, for the life of the contract and any subsequent renewals, shall comply with any College of Central Florida Board of Trustees approved action requiring college operators, vendors, contractors and associates on any College of Central Florida campus to submit to a fingerprint-based state and federal criminal history check as set forth under F.S. 1012.467 or any other fingerprint identification check as deemed necessary and requested by the College of Central Florida Board of Trustees. Contractor shall, when so requested by the College of Central Florida Board of Trustees, pursuant to F.S. 102-467 request, comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any contractor employees or agents working under this contract. Fingerprints shall be taken by an authorized law enforcement agency or other entity as permitted under F.S. 1012.467. To the extent the purposes other than compliance with F.S. 1012.467, contractor shall comply with such other request by submitting the requested documentation to the Department of Public Safety with twenty-four hours of this request. Failure to comply with either a fingerprint-based state and federal criminal history request based on F.S. 1012.467 or other fingerprint-based background or criminal history request within twenty-four hours may result in actions being taken against contractor such as requiring that the noncompliant employee not work on campus, up to and including, the cancellation of contract 'force majeure' for non-compliance. Contractor shall be responsible for all costs associated with either a request for a finger-print based state and federal criminal history check under F.S 1012.467 or other request for fingerprint- based background or criminal check.
26. All proposers are required to comply with all federal, state and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), F.S. 1013 (K-20 Education Code – Educational Facilities), F.S. 402.301-402.319, OSHA regulations and all Civil Rights legislation.
27. College of Central Florida believes in equal opportunity practices which conform to both the spirit and letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin or religion. The contractor shall have similar policies for employees assigned to the College.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION F
SPECIAL PROVISIONS**

28. College of Central Florida believes in a drug free workplace and is committed through in-house policies to this objective. The Contractor shall complete and submit the “Drug Free Workplace Form”.
29. The College is dedicated to providing a safe, healthy, comfortable and productive learning environment for its students, faculty, staff and visitors. Therefore, the College of Central Florida declares the College to be a Tobacco-Free organization and sets the following rules regarding tobacco use. Tobacco use, distribution, or sale including but not limited to smoking, is prohibited on College-owned, operated or leased property.
- Organizers and attendees at public events, such as conferences, meetings, public lectures, social events and cultural events, using College of Central Florida facilities are required to abide by this policy. Organizers of such events are responsible for communicating this policy to attendees and its enforcement. For the purposes of this policy, tobacco is defined as any product made of tobacco including, but not limited to cigarettes, cigars, cigarillos, pipes, bidis, vapor cigarettes and any and all chewing tobacco products. The tobacco-free policy applies to all students, staff, faculty, contractors, vendors and visitors. The policy applies to the entire College of Central Florida District-indoor facilities, campus grounds, walkways and parking lots.
30. Contractor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the contract. In addition, the contractor shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.
31. Payment to employees, sub-contractors and outside vendors are the sole responsibility of the contractor and not the college. All financial matters internally shall be handled appropriately.
32. Contractor shall provide to their employees safety and work place training. Documentation of this training shall be provided to the Plant Operations College Safety Manager.
33. All contractor employees, upon starting work at CF campus, shall be required to review and sign an acknowledgement form stating they will comply with all CF campus policies pertaining to employees or students (ie., tobacco free campus, acceptable language, etc.). It is recommended that any newly hired contractor employees be brought to and introduced to the Facilities Director and staff.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

SECTION G
SCOPE OF WORK

The contractor shall furnish all necessary resources as required to perform comprehensive custodial service for the College at the locations identified as the Ocala Campus, Hampton Center, Vintage Farm Campus, Levy Campus, Airport Portable and Appleton Museum of Art.

Custodial services will include, but not be limited to, routine and special project cleaning of building interiors and exteriors (including adjacent walkways, stairways and common areas), daily sanitation of all bathrooms and locker rooms (per SREF/State Requirements for Educational Facilities), and such other duties as may be assigned within the scope of routine daily custodial work schedules. See section C-1 for details.

Custodial service at the locations identified as the Ocala Campus, Hampton Center, Vintage Farm Campus, Levy Campus, Airport Portable and Appleton Museum of Art, will be maintained at Level 1 Condition per the APPA Standards. The College of Central Florida, Plant Operations Department follows industry cleaning standards laid out by the Association for Higher Education Facilities Officers (APPA). See details below.

Level 1 Orderly Spotlessness

Floors and base board molding shine and/or are bright and clean; colors are fresh. There is no build-up in corners or along walls.

All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints.

Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate. Waste containers only hold daily waste, are clean and odor free.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

SECTION G
SCOPE OF WORK

C-1

A. Classrooms and Museum non-gallery common areas

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

B. Offices

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

C. Common Areas

Vacuum walk off mats:	Weekly
Clean/sanitize water fountains:	Daily
Clean entrance glass:	Daily
Vacuum Museum gallery areas (AMA)	Daily spot, weekly full

Note: Absolutely no artwork is to be cleaned or touched at any time. This includes wall hanging displays or floor displays. Dusting and maintenance/cleaning of art shall be the responsibility of the curator.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION G
SCOPE OF WORK**

D. Building Exterior Areas

Empty outside trash receptacles:	Daily
Sweep common areas/clean tables:	Daily
Sweep or blow off stairwells/landings/walks and entrances to and around buildings:	Daily
Clean/sanitize water fountains:	Daily
Clean entrance glass:	Daily
Clean all exterior windows:	Semi-annually
Clean all handrails:	Weekly
Pressure wash stairways and landings:	As needed
Pressure wash student common areas and tables:	As needed
Clean/dust ledges, recesses, lights, etc.:	Weekly
Clean graffiti from buildings/walkways:	As needed

Note: Contract shall include a baseline of 1,000 hours of pressure washing annually. Additional hourly rate shall be defined for special projects beyond that scope. (Special project pressure washing work should be per work order but against the 1,000 hour baseline.)

E. Restrooms/Locker Rooms

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

Note: All restrooms shall have a cleaning sign off sheet posted in a visible area at restroom entry. Sheet is to be initialized daily by crew member after the restroom has been serviced. Contractor is responsible for providing and maintaining this form.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION G
SCOPE OF WORK**

F. Miscellaneous and Project Work

Set up tables/chairs for activities/events and break down after events:	Per Work Orders Issued
Extract carpeting in high traffic/high soil areas:	As Needed
Pressure wash walkways around buildings:	As Needed
Spray buff hard surface floors:	As Needed
Strip/seal/refinish hard surface floors:	As Needed
Shampoo/extract carpeting:	As Needed
Clean upholstered furniture:	As Needed
Wash/clean all building interior light fixtures:	As Needed
Clean carpeting for stain removal*:	As Needed

***All carpet cleaning shall be performed per manufacturer guidelines. See Attachment II for procedures.**

G. Pressure Cleaning Services

Pressure cleaning services shall consist of two (2) complete cleanings per year of all buildings on all contracted campuses. All exterior surfaces shall be completely pressure/steam cleaned including all walls, stains, bricks, columns, fascia's, soffits, copper sidings, flashings, roof trim, screens, under hangs, overhangs, canopies, walkways, sky lights, trestles, doors, lights, rails, vents, ledges, recesses, wood grates, signs, stairwells and any other exterior surfaces not listed. In addition to the above required pressure washing, contractor may be requested by work order to pressure wash sidewalks or other paved surfaces.

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. Please note that 1,000 hours of pressure washing time is to be included in the base contract. Contractor shall keep records of time spent pressure washing. If total time pressure washing during the year exceeds 1,000 for the baseline services and work order washing, then any additional hours shall be billed at a negotiated hourly rate.

H. Safety Requirements

- 1) All work procedures and all equipment provided to each employee must meet all OSHA and ANSI standards.
- 2) It is preferred that the site supervisor maintain an OSHA 30 card. If not held at the time of contract award, then site supervisor must obtain OSHA 30 certification within 6 calendar months of contract award or produce training records of equivalent training.
- 3) 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.
- 4) All public areas must be clearly marked "DANGER-WORKERS ABOVE" and visible from thirty feet of any possible danger. All people shall be directed around work to a point of safety from ladders, staging, boom lifts, boatswain chairs, etc.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

SECTION G
SCOPE OF WORK

- 5) All rigging points for staging or boatswain's chair must withstand 5,700 pounds of tension strength.
- 6) All chemical products used on properties must be represented with Safety Data Sheets (SDS). All SDS must be maintained on-site and copies hand delivered to College personnel annually or as requested by College Project Manager.
- 7) No walking, standing or working on any ledges, sills, etc.
- 8) All ethical work practices must be performed according to standard safety procedures and best methods practicum.

I. Materials and Procedures

The contractor will be responsible for any foliage, lawn, roof, wall, carpet or other 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.

J. Service Schedule

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

- 1) Render normal, routine cleaning services during unscheduled classroom and building times, between 10:30pm-7:00am, on Mondays through Fridays.
- 2) Provide custodial coverage from 7:00am-10:30pm, Monday through Friday, for routine duties (emergencies, bathrooms, entrances, common areas, activity setups, etc.) and other daily project work.
- 3) Provide routine custodial coverage following scheduled weekend classes, events and activities in order that such areas are cleaned and ready for use on Monday mornings (i.e. one FTE per campus on Sunday evening/night).
- 4) If the contractor cannot perform contractual duties on a daily basis, the College will hire temporary employees to substitute and deduct all associated costs from the contract plus an additional 15% administrative fee calculated upon total costs.
- 5) Appleton Museum of Arts and other facilities may maintain different hours of operation from main campuses. Contractor is required to work with employees at those sites to coordinate cleaning around site specific operating schedules.

K. Special Objectives

- 1) Maintain an environment that is clean, safe and attractive to students, staff and visitors at all times.
- 2) Concentrate on detail cleaning, including but not limited to, corners, door thresholds, ledges, spider webs, etc.
- 3) Concentrate on areas designated as high usage and high visibility public areas such as student lounges, courtyards, building entrances, offices and administrative areas.
- 4) Replace in original arrangement all chairs, office furniture, etc. after the completion of all cleaning activities.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION G
SCOPE OF WORK**

- 5) Remove cleaning and waxing compounds off of walls, carpet areas and baseboards immediately.
- 6) Impress upon cleaning personnel the importance of taking responsibility for the total appearance of the facilities as they are performing assigned tasks.
- 7) Actively assist the College to conserve energy by utilizing lighting only in areas where custodial work is being performed.

L. Special Projects

In support of college wide special events the contractor shall provide two (2) employees for each set up and tear down, not to exceed 4,160 man hours annually. 4,160 annual man hours is assumed as part of the base contract. Special event support includes setting up for the event, custodial support for the event, and restoring the space. All such work shall be performed as part of the normal scope of this contract. Work shall be scheduled by maintenance request order and man hours tracked and recorded weekly. Special event support often occurs after hour before the event and after the event. Special event labor over 4,160 man hours annually shall be considered extra labor and billed monthly on an hourly basis, not including materials. Hourly billing rates for such additional work shall be provided in contractor's bid.

M. Supplies, Chemicals and Equipment

The contractor is expected to provide all supplies, chemicals and equipment to handle the complete service. SDS are required for all chemicals and cleaning products and shall be supplied to the College both at the time of product introduction. In addition, all SDS shall be maintained on-site and updated as new chemicals are introduced or discontinued. The college shall be provided an up-to-date complete inventory summary list of all SDSs for all materials stored or used on campus locations. This up to date list shall be provided to College Project Manager upon request and not less than annually.

The following minimum supplies, chemicals and equipment shall be provided/supplied by the contractor (NOTE: The college reserves the right to approval all supplies, chemicals and equipment used at the college facilities prior to their use). The college supplies hand sanitizer for special hand sanitizer units; contractor refills units as needed.

Soap for dispensers	Gel hand soap
Roll towels	Multi-fold towels
Toilet tissue (2-ply)	Urinal mats
Deodorant blocks	All batteries for clocks
All chalk, markers and erasers	Plastic liners (inside/outside trash receptacles)

Replace all paper product and soap.

Contractor is required to use commercial/industrial grade chemicals.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION G
SCOPE OF WORK**

N. Custodial Equipment

All equipment shall be commercial grade. The contractor shall be required to maintain in good working order all the equipment required to perform this contract. The contractor shall be required to maintain emergency response equipment, per section C-2. Contractor is required to maintain onsite at each campus all equipment needed to fulfill all components of the contract for services done weekly or more frequently or on an emergency basis. For services done monthly or less frequently, contractor may rent equipment or bring equipment from other contractor locations to support that work (for example lifts used in cleaning of exterior windows).

C-2

Custodial Service Emergency Response Equipment

Custodial Services Contractor shall maintain the following equipment at each site at all times:

Ocala Main Campus

- 1 ea. XPOWER XD-125 75-150 Pint Commercial Dehumidifier, or approved equal
- 1 ea. XPOWER X-2480 3-Stage 1/2HP %%)CFM HEPA air scrubber, or approved equal
- 4 ea. XPOWER P-230AT 1/5HP 800CFM Centrifugal Movers, or approved equal
- 1 ea. Nobles EX-SC-1020P Self Contained Walk Behind Extractor, or approved equal
- 2 ea. Nobles EX-SPOT Portable Extractors, or approved equal

Levy Campus

- 1 ea. XPOWER XD-125 75-150 Pint Commercial Dehumidifier, or approved equal
- 1 ea. XPOWER X-2480 3-Stage 1/2HP %%)CFM HEPA Air Scrubber, or approved equal
- 4 ea. XPOWER P-230AT 1/5HP 800CFM Centrifugal Movers, or approved equal
- 1 ea. Nobles EX-SC-1020P Self Contained Walk Behind Extractor, or approved equal
- 1 ea. Nobles EX-SPOT Portable Extractors, or approved equal

Appleton Museum of Art

- 1 ea. XPOWER P-230AT 1/5HP 800CFM Centrifugal Movers, or approved equal
- 1 ea. Nobles EX-SPOT Portable Extractors, or approved equal

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION G
SCOPE OF WORK**

O. Inspection Criteria:

The college Plant Operations team periodically conducts facilities and grounds inspections. Among other things, these inspections will focus on the state of housekeeping and cleanliness. Any unacceptable housekeeping issues will be noted on a work order and provided to the contractor. Contractor is expected to resolve any such issues within the timeframe assigned / negotiated with the inspector. Plant Operations shall maintain records of each building inspection and notes on all housekeeping failure / observations for such inspections.

If overall inspection results are deemed unacceptable by Plant Operations inspector or if trends of inspection results are negative, then Plant Ops shall call a meeting with Contractor to review. Contractor shall have in attendance at this meeting the site supervisor and their immediate supervisor. Contractor shall submit a formal corrective action plan to address the results / concerns raised in the meeting which CF Project manager must review and approve. A follow up meeting shall be held 90 days after the initial meeting to review the status of the corrective actions and the impact on recent inspection results. Contractor shall have site supervisor and their next two levels of management in attendance at this 90 day meeting. Failure to follow through on corrective action plans or support status review meetings with proper levels of attendance shall constitute a breach of contract.

P. Custodial Services Request

The college utilizes a Custodial Service Request form (**see Attachment III**) available to any campus employee to request a cleaning service. Contractor shall coordinate with college Project Manager to schedule and address work requested under this form.

Q. Recycling

Recycling and solid waste disposal is covered under a separate contract. This cleaning contract requires that contractor move recyclable and waste materials from the local receptacles within each building to larger site-wide repositories.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION H
INSURANCE**

1. 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. Current proof of insurance must be provided in the RFP.

A. Required Limits: The following minimum limits of liability are required; however, the limits are subject to change based on the type and extent of project.

Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Payments (any one person)	\$ 5,000
Automobile Liability	
Bodily Injury/Property Damage (each accident)	\$1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employer's Liability)	\$1,000,000
Umbrella Liability	
Each Occurrence Limit (\$1-\$5M)	\$1,000,000

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.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION H
INSURANCE**

- 3) 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.
- 4) Contractor shall furnish CF certificates of insurance which 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 CF.
- 5) Contractor shall include CF as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract.
- 6) Contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by CF.
- 7) "Claims made" insurance policies are not acceptable.
- 8) In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply.
- 9) Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
- 10) CF's risk manager shall verify ratings at A. M. Best's website: <http://www.ambest.com/>
- 11) College of Central Florida will be liable only for property damage and/or bodily injury pursuant to his agreement and which occur as a direct result of negligence of the College, its agents or employees. The College is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, currently limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with F.S. 768.28.
- 12) The Contractor shall purchase and maintain, during the term of agreement, insurance policies described herein issued by companies licensed in Florida possessing a minimum A.M. Best Company rating of no less than -VI. Certificates of Insurance (Form ACORD 25; 2010/05) and Occupational/Professional Licenses carried by the Contractor shall be furnished to the College annually thereafter. The Contractor must be licensed or approved to do business within the State of Florida.

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

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION H
INSURANCE**

- 13) Insurance (Form ACORD 25; 2010/05) and Occupational/Professional Licenses carried by the Contractor shall be furnished to the College annually thereafter. The Contractor must be licensed or approved to do business within the State of Florida.
- 14) With the exception of Professional Liability and Workers' Compensation, all policies must name the District Board of Trustees of College of Central Florida, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 2010, 2004 Edition or equivalent).
- 15) The Certificate Holder and Additional Insured shall be known and identified on the ACORD Certificates as follows:
College of Central Florida
c/o District Board of Trustees
3001 SW College Rd, Founders Hall/Bldg. 1
Ocala, Florida 34474
- 16) Should any of the policies required herein be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of Certificate Holder to demand a Certificate or other evidence of full compliance with insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured's obligation to maintain such insurance.
- 17) Failure to maintain the required insurance may result in termination of an agreement at the Certificate Holder's option. By requiring this insurance, the College does not represent that coverage and limits will necessarily be adequate to protect the Insured and such coverage and limits shall not be deemed as a limitation of Insured's liability under the terms of the agreement.
- 18) Minimum Insurance Coverage and Requirements: Obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the assigned project. By requiring such minimum insurance, College of Central Florida shall not be deemed or construed to have assessed the risk that may be applicable to the contractor. The contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The contractor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability.
- 19) Additional requirements:
- a) Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, College of Central Florida
 - b) Include a Waiver of Subrogation Clause including worker's compensation that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from College of Central Florida

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION H
INSURANCE**

- c) Include a Separation of Insured clause (Cross Liability) for all liability policies
- d) The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration.
- e) Provide uninterrupted Professional Liability for three (3) years after agreement ends.

C. Coverage:

1. Commercial General Liability – ISO CG 001 Form or equivalent. Independent contractors are required to carry same insurance limits as above and include college as an additional insured.

Coverage to include:

- Premises and Operations
- Personal/Advertising Injury
- Products/Completed Operations
- Broad Form Property Damage
- Independent Contractors

2. Automobile Liability including all:

- Any Auto (owned, non-owned, hired)
- Personal Injury Protection (when applicable)

3. Worker's Compensation

Statutory Limits as per Florida Statute 440 including Employer's Liability

4. Excess/Umbrella Liability (as needed)

Excess of Commercial General Liability, Automobile Liability and Employers liability;
Coverage should be as broad as primary.

D. Fidelity Bond:

Awardee is responsible for providing a Custodial Service Bond/Fidelity Bond for bonding employees up to \$100,000.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION I
EVALUATION OF WRITTEN PROPOSALS**

Criteria for Evaluating Written Proposals	Weight	Points
<p>Introduction/References</p> <ul style="list-style-type: none"> A. Provide a narrative of firm’s overall management B. List Firm’s active professional associations and memberships C. Provide five (5) references to include client’s name, client physical address, contact person name, contact person email address and phone number D. List governmental and educational clients served in the State of Florida. Provide client name, client physical address, contact person name, contact person email address and phone number E. Consideration will be given to, but not limited to, professional registrations, years of experience, experience with State of Florida Higher Education Facilities and other experience/qualifications that may be relevant to the proposed project. F. Additionally, the College may consider the Proposers past performance with the College on projects awarded and completed. Not having a past performance record with the College will not negatively impact a Proposer 	30	0-10
<p>Qualifications</p> <p>Describe the typical organizational structure to be used to staff a project and the responsibilities of each staff member; provide a brief resume (no more than 1 page each) of key individuals anticipated for the contract period. Include the following:</p> <ul style="list-style-type: none"> a) Name/Title b) Role/Assignment c) Years of experience in this type of role/assignment with current firm and with other firms d) Years overall experience with current firm and with other firms doing similar work e) Education (degree(s), specialization, certificates) f) Other experience and qualifications that may be relevant to the project g) Quality of custodial services <p>Detail the firm’s overall custodial service experience</p>	30	0 - 20

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION I
EVALUATION OF WRITTEN PROPOSALS**

Criteria for Evaluating Written Proposals	Weight	Points
<p>Financial Strength Provide a single, separate envelope labeled "Confidential-Proprietary Financial Information".</p> <p>The respondent's financial capability is to be expressed indicating that it has sufficient resources and the necessary working capital to assure financial stability through the completion of its project. Respondents must submit two years of financial information, including a balance sheet and statement of operations.</p> <p><u>Complete audited financial statements are preferred, not required. Financial information from calendar year 2015 and older will not be accepted.</u></p> <p>This information will be reviewed by the Vice President of Administration & Finance or his designee.</p>	15	0 - 5
<p>Methodology Provide a Description outlining the services to be performed. Such Description should at a minimum include:</p> <ul style="list-style-type: none"> A. Proposer's understanding of the service(s) to be provided B. Describe the level of assistance that will be expected from the College C. Project plan and any other pertinent information D. Proposer's understanding of SREF, OSHA and other federal, state and local regulations E. Proposer's Safety Program F. Proposer's Transition/Implementation Plan 	20	0 - 35
<p>Price Proposal Complete Section B Price Proposal Offer Response Form The 'Price Proposal' shall depict the maximum annual cost for the contract pricing for custodial services and to include, but not be limited to, all labor, equipment, supervision and supplies such as chemicals, trash bags, fuel, and oil. All submitted maximum fees should be inclusive and include, but not be limited to, all fees and expenses, other expenses, travel, and incidentals.</p> <p>It is understood and agreed that subsequent contract years will be adjusted according to the State of Florida Consumer Price Index to include a negotiated fuel and paper product adjustment.</p> <p>NOTE: Compensation will not be the sole or predominant factor used to evaluate and award the proposal. Service to the College's clients and staff, hours of operation, experience, qualifications and quality of references will be important factors.</p>	5	0 - 30

Lowest Price Submitted x 30 = Points

Formula

Prices Submitted

Examples	$\frac{10,000}{20,000} \times 30 = \frac{300,000}{20,000} = 15$ Points	$\frac{10,000}{25,000} \times 30 = \frac{300,000}{25,000} = 12$ Points	
----------	--	--	--

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION I
EVALUATION OF ORAL PRESENTATIONS**

Criteria for Evaluating Oral Proposals	Weight	Points
Personnel/Organization <ol style="list-style-type: none"> 1. Strength of the manager and director proposed for the project. 2. Manager and director’s qualifications including background, related work experience, education and training, and any other additional information that would demonstrate competence. 3. Organizational chart to include CF liaison 	30	0 to 5
Customer Service <ol style="list-style-type: none"> 1. Methods and techniques used to ensure excellent customer service 2. Customer service plan 3. Past performance of customer service working with higher education 4. Satisfactory to students and staff 	25	0 to 5
Capability <ol style="list-style-type: none"> 1. Firm’s reputation and overall capabilities. 2. Firms History 3. Size of firm 4. Overall capability 5. Financial capability 	15	0 to 5
Challenges <ol style="list-style-type: none"> 1. Identification of possible challenges in providing the level of service needed at CF 2. How those challenges would be addressed 	10	0 to 5
Experience <ol style="list-style-type: none"> 1. Magnitude of experience with similar organizations 2. List of educational institutions or similar organizations 3. Accredited sites 4. How many contracts currently 5. How many contracts renewals 	20	0 to 5

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION J
EVALUATION INFORMATION**

1. Evaluation Method
 - a. CF will appoint an evaluation team consisting of members of its staff to evaluate proposals, and to recommend award of a contract with the proposer which meets the best interests of CF.
 - b. The District Board of Trustees shall make the final award.
 - c. CF shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. CF's decisions will be final.
 - d. Evaluations of written and oral presentations are independent of each other. Written proposals are used for the purpose of short-listing. Oral presentations by the short-listed companies will be used as an additional factor for recommendation to the DBOT by the evaluation team.
2. Non-Responsive Proposals
 - a. Non-responsive proposals will be rejected by the purchasing department, and will not be distributed to the evaluation team for consideration. Additionally, the evaluation team may determine that the 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 follow the required format
 - 2) Failure to sign the proposal
 - 3) Failure to acknowledge addenda (unless all changes are not materiel)
 - 4) Failure to provide required submittals / documentation
 - 5) Submission of a late proposal
 - 6) Proposer does not meet minimum qualifications/requirements

3. Evaluation Criteria

The weights and points established by CF shall be utilized in the evaluation of the written proposals and oral presentations.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION J
EVALUATION INFORMATION**

5. Scoring
 - a. The evaluation team shall evaluate all responsive written proposals in order to develop a shortlist of proposers.
6. Short-Listing
 - a. Upon completion of the evaluation of all written proposals, the evaluation team shall invite the top three or more firms to give oral presentations.
7. Notification of Short-Listing
 - a. A certified letter will be sent to those firms who have been short-listed, notifying them of the place and time of their interview/presentation.
 - b. In the event that there are any specific questions/clarifications that the evaluation team would like for all of the proposers to address/make, they will be included in this notification.
8. Oral Presentations
 - a. Firms responding to this RFP must be available for presentations/interviews.
 - b. The schedule date for these presentations is Wednesday, May 29, 2019, beginning at 9:00AM. Should there be any changes to the time or location, proposers will be notified either by email, telephone, fax or certified letter.
 - c. The criteria for evaluating the oral presentation are established by CF. The criteria are subject to change. In the event that the criteria are revised, the short-listed proposers will be advised of the changes.
 - d. The interview time shall be limited to forty-five (45) minutes. Thirty (30) minutes shall be allotted to the presentation with the remaining time for questions and answers with your project team.
 - e. It is highly recommended that your contract manager and site supervisor or other key employees who will be assigned to this project be present.
 - f. As part of your presentation, be prepared to discuss with emphasis your firm's ability to provide excellent service on this contract.
 - g. Handouts and/or "leave behinds" are permitted.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

SECTION J
EVALUATION INFORMATION

h. CF will have an IT individual on hand to help with any computer or audio visual support. Proposers should bring their own equipment to use for PowerPoint (or other) presentations.

9. Site Visits

There will be mandatory site visits to the sites identified in this RFP immediately following the mandatory pre-proposal. Proposers will provide their own transportation. A schedule will be provided as to what time and facility will be visited.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION K
CHECKLIST**

This checklist is provided to assist each proposer in the preparation of their proposal. Included in this check list are important requirements which are the responsibility of each proposer to submit with their response in order to make their proposal response fully compliant. This checklist is only a guideline – it is the responsibility of each proposer to read and comply with the Request for Proposal in its entirety.

Check each of the following when accomplished:

- Solicitation/Offer/Award and Acknowledgment of Addenda– Page 1/Section A/Part II
- Price Proposal/Offer Response Form – Page 13 - 14/Section B (to be fully completed and submitted)
- Statement of No Proposal – Page 19/Section E (to be completed, if applicable)
- Certification of Insurance - Pages 34 - 37/Section H (to be provided only by awardee)
- Performance Bond and Instructions – Pages 45 – 46/Section K (to be completed later by awardee)
- Affidavit of Individual Surety – Page 47/Section K (to be completed later by awardee)
- Affidavit of Compliance – Page 48/Section K (to be fully completed and submitted)
- Drug-Free Work Place Force Certification – Page 49/Section K (to be fully completed and submitted)
- References – Page 50/Section K (to be fully completed and submitted)
- Public Entity Crimes – Page 51 – 52/Section K (to be completed, signed, notarized and submitted)
- Conflict of Interest Disclosure Form – Page 53/Section K (to be fully completed and submitted)
- Sealed proposal package one (1) original and five (5) copies tabbed and marked accordingly
- USB drive (to be included with sealed response)
- Sealed Financial Packet marked “Confidential”
- W9 Taxpayer form completed, signed and submitted

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

SECTION K

PERFORMANCE BOND	DATE BOND EXECUTED			
PRINCIPAL (Legal Name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION	
	STATE OF CORPORATION			
SURETY(IES) (Name and business address)	PENAL SUM OF BOND			
	MILLIONS	THOUSANDS	HUNDREDS	CENTS
	DATE	AGREEMENT NUMBER		

OBLIGATION:

We, the Principal and Surety (ies) are firmly bound to the District Board of Trustees of College of Central Florida in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal – (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by College of Central Florida, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notices of those modifications to the Surety (ies) are waived.

WITNESS:

The Principal and Surety (ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

	1.	2.	3.	Corporate Seal
SIGNATURE(S)	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY (IES)

	1.	2.
SIGNATURE(S)	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY (IES)

	NAME & ADDRESSES	STATE OF INC.	LIABILITY LIMIT (\$)	
SURETY A	SIGNATURES	1.	2.	CORPORATE SEAL
	NAME(S) & TITLES (Typed)	1.	2.	
	SIGNATURES	1.	2.	
SURETY B	SIGNATURES	1.	2.	CORPORATE SEAL
	NAME(S) & TITLES (Typed)	1.	2.	
	SIGNATURES	1.	2.	

This form must be completed and submitted by awardee only

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

Section K – Performance Bond
INSTRUCTIONS
For Awardee Only

1. Any deviation from this from will require written approval of College of Central Florida, President or District Board of Trustees.
2. Insert the full legal name and business address of the Principal in the space designated “Principal” on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury’s list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed “CORPORATE SURETY (IES).” In the space designated “SURETY (IES)” on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word “Corporate Seal”.
5. Type the name and title of each person signing this bond in the space provided.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

SECTION K
AFFIDAVIT OF COMPLIANCE

To be submitted with proposal forms:

_____ We **DO NOT** take exception to the Proposal.

_____ We **TAKE** exception to the Proposal as follows:

Company Name _____
(Print or Type Company Name here)

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

Title

Signature of Authorized Representative as shown above

Date Signed

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

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION K
DRUG FREE WORKFORCE CERTIFICATION**

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

_____ does:
(Name of Business)

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

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

Company Name _____
(Print or Type Company Name here)

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

Title

Signature of Authorized Representative as shown above

Date Signed

NOTARY _____

SEAL

DATE SIGNED _____

This form must be completed and returned with your

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION K
REFERENCES**

LIST ALL LOCAL (WITHIN APPROXIMATELY A 120 MILE RADIUS OF OCALA CITY) COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU ARE CURRENTLY OR HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES:

REFERENCE #1

Company _____
Address _____ City/State/Zip Code _____
Telephone # _____ Fax _____
Contact person _____ Email _____

REFERENCE #2

Company _____
Address _____ City/State/Zip Code _____
Telephone # _____ Fax _____
Contact person _____ Email _____

REFERENCE #3

Company _____
Address _____ City/State/Zip Code _____
Telephone # _____ Fax _____
Contact person _____ Email _____

REFERENCE #4

Company _____
Address _____ City/State/Zip Code _____
Telephone # _____ Fax _____
Contact person _____ Email _____

This form must be completed and returned with your proposal submittal

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION K
PUBLIC ENTITY CRIMES**

Any person submitting a bid or qualification 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 your qualification.

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

1. 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) it's Federal Employer Identification No. (FEIN) is: _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime: or
- B. 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.

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

**SECTION K
PUBLIC ENTITY CRIMES**

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**
____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity 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 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 _____
(Type of identification)

Notary Public - State of ___ My commission expires _____

Notary Signature _____

(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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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 or perform work as a Firm, 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 months from the date of being placed on the convicted Firm list.

This form must be completed and returned with your proposal submittal

REQUEST FOR PROPOSAL
19-2
COLLEGE OF CENTRAL FLORIDA
CUSTODIAL SERVICES

SECTION K
Conflict of Interest Disclosure Form

All vendors/contractors interested in conducting business with College of Central Florida must complete and return the "Conflict of Interest Disclosure Form" in order to be eligible to be awarded a contract. Please note that all vendors/contractors are subject to comply with College of Central Florida's conflict interest policies as stated within the certification section below.

If a vendor/contractor has a relationship with a College of Central Florida school official or employee or an immediate family member of a College of Central Florida official or employee, the vendor/contractor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor/contractor named below:

1. No College of Central Florida official or employee or College of Central Florida employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No College of Central Florida official or employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
3. No retired or separated College of Central Florida official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in vendor's company.
4. No College of Central Florida official or employee is contemporaneously employed or prospectively to be employed with the vendor.
5. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any College of Central Florida official or employee to obtain or maintain a contract.
6. Please note any exceptions below:

Vendor/Contractor Name	Vendor/Contractor Phone Number
Conflict of Interest Disclosure	
Print below the name of College of Central Florida school official, employees or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor company _____ <input type="checkbox"/> Other _____

I certify that the information provided is true and correct by my signature below:

Signature of Authorized Representative
Date
Printed Name of Authorized Representative

This form must be completed and returned with your proposal submittal

College of Central Florida
Plant Operation Department
 Custodial Services - Contracted Square Footage

bldg	Name	Student Stations	Assignable SQ FT		gr area	net area
Custodial RFP - Contracted Square Footage						
1	Administration	0	14092		28270	22253
2	Science & Technology	425	31996		55871	45754
3	Learning Resources Ctr	38	30411		47315	43548
4	Fine Arts	175	26212		49904	45969
5	Bryant Union	0	27042		47353	39052
6	Gymnasium	0	20130		27167	22688
7	Mathematics	467	18397		35174	26812
8	Humanities/Soc Sci	210	8567		14405	11390
9	Instructional Center	140	10384		17373	13028
10	Plant Operations	0	4749		7903	5743
11	Continuing Education	0	2460		4308	3501
12	Pool Support	0	3304		4990	4100
16	Health Science	15	4997		11022	10091
18	Child Developmnt Ctr	0	4739		6391	5703
19	Health Science	230	20461		26832	25092
20	University Center	0	29051		31067	29051
31	Criminal Justice	205	9080		17369	11550
32	Bld 32/Staff Services	0	3112		4527	3394
33	Bldg 33 - Health Occ	131	4030		6680	5655
34	Bldg 34/Staff Services	0	826		4300	4229
35	Bldg 35/Health Occupatio	47	5126		8502	8134
36	Bldg 36/Bookstore	0	2991		5311	3856
37	Bldg 37 Foundation	60	4222		9316	6878
40	Century Center	373	35115		61925	56432
42	Enterprise Center	55	15145		25204	22964
54	Baseball Dressing	0	1163		2240	2023
55	Public Safety	0	1441		1853	1558
60	Tennis Court Support	0	359		1020	679
64	Dugout/Pressbox	0	3534		4865	4529
65	Softball Concession	0	903		1275	974
66	Women'S Softball Lck	0	582		2064	1128
71	The Webber Center	0	6482		10554	8548
99	Airport Portable	0	1076		1421	1234
AMA -A	Appleton	0	48478		80371	63959
HC	Hampton Center	133	13402		21920	21343
HCMB	Warehouse	0	942		1719	1454
L1	Levy Campus - Main Building	282	27329		49287	46126
L2	Levy Campus - Maintenance	0	1614		2784	2468
L3	Levy Campus - Welding Tech	31	5137		6000	5205
VFB1	Vintage Farm - House	0	1540		3276	2695
VFB2	Vintage Farm - Barn	0	6831		9653	8362
VFB3	Vintage Farm - Clinic	0	2267		2854	2471
		3017	459719		761635	651623

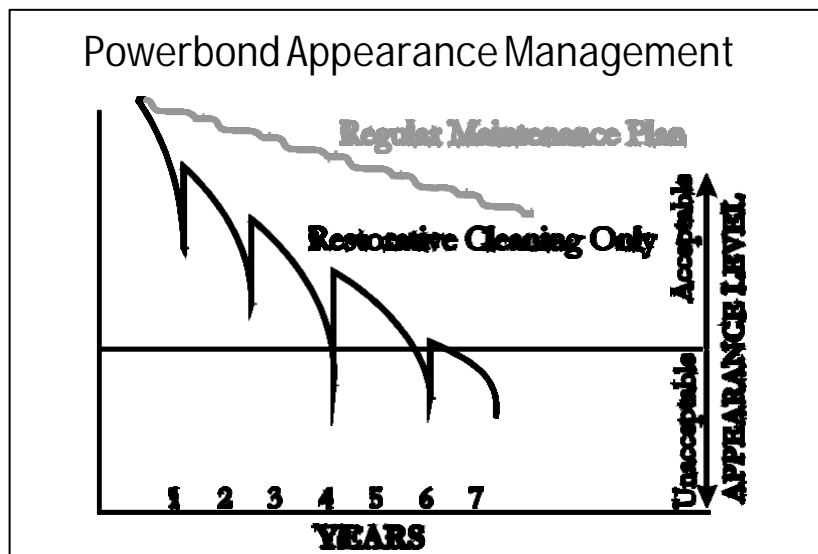
Site-1 Ocala Main Campus
 Site-3 Levy Campus
 Site-4 Hampton Center
 Site-5 CF Vintage Farm
 Site-7 Airport
 Site-10 Appleton

POWERBOND MAINTENANCE CARE PROCEDURES

The following CARE recommendations should be implemented prior to, or immediately after the installation of Powerbond.

Use and traffic patterns in a facility can vary greatly; therefore, a planned maintenance program must be designed in each facility. In addition to this initial planning, the maintenance program must be reviewed on a regular basis to adjust for changing traffic and use patterns. All carpet installations require a properly designed and implemented maintenance system to maximize appearance retention.

Some areas may require a yearly cleaning, while other areas may require cleaning on a weekly basis. The ultimate goal is maintain a high appearance level in all areas at all times and thus extend Powerbond life. This objective is obtained by eliminating the soiled/cleaned, soiled/cleaned cycle as expressed in the illustration below.



A total maintenance package must be initiated to supplement cleaning in order to assure customer satisfaction of the product. Deep or Restorative Cleaning typically occurs as a result of the failure to maintain any textile flooring selection. In essence, the better the maintenance plan, the reduced need for deep cleaning and the longer the lifecycle for Powerbond. Following are recommendations for a complete maintenance package. Keep in mind, that frequencies may vary depending upon the diligence of the maintenance program and the inclusion of these essential support tools.

Developing the Plan:

This CARE maintenance program is based on both Low Moisture Primary Maintenance and Hot Water Extraction methods using minimal cleaning agents. Product construction, color selection, entry mats, daily vacuuming, spot removal, regular cleaning, and product repair are all integral considerations of this CARE program. Implementing a strategic plan is an essential step in developing and maintaining a successful CARE program. Maintenance is a process of soil removal designed to retain carpet appearance. Soiling is a cumulative process that can easily be controlled by vacuuming and soil localization. A facility diagram assists the plan by identifying areas of soiling before they become excessively soiled.

An effective plan includes color-coding a floor plan identifying areas of extreme, heavy, medium and light traffic areas; spot prone areas, and other areas that may require additional maintenance and cleaning attention. The color-coded diagram of the facility will assist in scheduling where to clean and how often.

The facility diagram also can be useful in selecting the cleaning method and proper equipment to perform the required tasks in each area. For example, entry areas may require daily vacuuming, weekly pile lifting and monthly cleaning; whereas, break areas may require a hand-held, spot removal extractor for frequent spot removal. Additionally, the plan can be useful in identifying where to place entry mats.

Each maintenance staff member should be provided with a copy of the plan. The floor plan also may be used to identify newly developed tasks that occur during the course of the business day.

Preventive Maintenance:

Preventive maintenance is the most cost-effective maintenance activity that takes place. These activities include any active or passive activity designed to eliminate soil before it reaches Powerbond. It may include careful selection of drinks in soda machines that do not contain dyes, which can permanently stain Powerbond and it may include the strategic placement of additional trash receptacles.

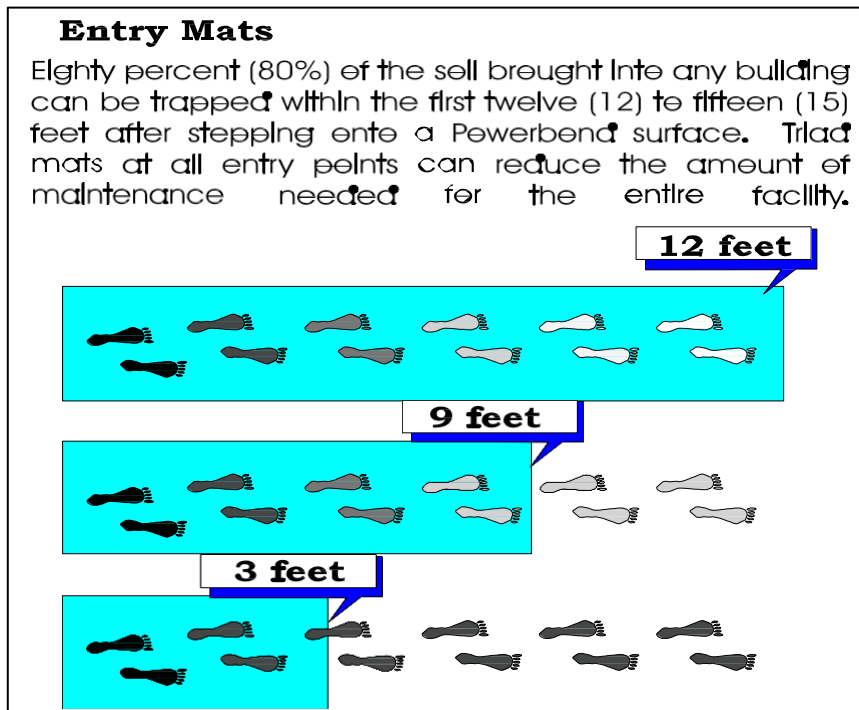
One of the most important, yet most often overlooked, preventive maintenance method is the use of transition/entrance matting systems. Up to 90% of the soil load is caused by soil tracked in from outside areas. Transition mats are an essential part of the CARE maintenance program. The proper use of transition mats can reduce a significant amount of tracked-in soil. Transition mats or entry mats should be used at all facility entrances and transition points adjoining hard surface flooring

Entry mats must be kept clean to make sure they do not become a source of soil. Ideally, a duplicate set of mats should be provided for all areas. Mats should be thoroughly vacuumed or changed weekly to ensure a clean mat is in use at all times. Entry mats should provide at least eight to twelve footsteps of coverage.

Tandus has developed and recommends the Triad® matting system which utilizes a three-tier soil removal process to reduce soil tracked into a facility.

- Tier ONE Exterior Triad® mats- Placed at outside entrances as the initial protection from tracked-in soil. The scraping action of this mat removes excess soil and moisture from foot traffic
- Tier TWO Foyer Triad® Mats- Placed in the vestibule of an entryway. This mat features a brushing action to remove soil and moisture. Foyer mats also may be used as exterior mats.
- Tier THREE Interior Triad® mats- Placed in interior areas adjacent to entryways and other areas exposed to heavy walk-in traffic. This mat offers unique aesthetic appeal, while completing the three-tier soil removal process.

Cleaning: Triad mats are cleaned using the maintenance procedures detailed in this publication includes daily vacuuming and weekly cleaning. Once these mats become filled with soil they then become an additional source for soil. Make sure the mat is dry prior to use.



Daily Maintenance:

Daily maintenance activities include vacuuming and spot removal. These activities are critical for the success of the maintenance plan. Without an adequate plan for these activities, facility appearance will quickly deteriorate to an unacceptable level and the aesthetic value of the Powerbond will be substantially shortened.

Effective, well-functioning equipment is required for successful daily maintenance. The size and type of equipment will be determined by the requirements of the job. As an example, a wide area vacuum cleaner may be necessary for facilities with large, open areas that must be cleaned on a daily basis. A modular office may require smaller vacuum cleaners in order to clean in tight spaces.

A note on equipment care: Like any tool, keeping cleaning equipment in top working order enhances cleaning results, lowers carpet maintenance costs by extending equipment life, and limits staff downtime due to equipment failure. Follow equipment manufacturer recommendations for equipment care. For vacuum cleaners, replace nylon brushes at the first sign of wear. Empty vacuum bags when they become half full to improve soil removal results. Use only original equipment manufacturer parts for consistent performance results.

Vacuum cleaners should remove adequate soil without introducing substantial particles into the air and without damaging pile yarn. It is impossible to evaluate vacuum cleaner performance based on equipment specifications alone.

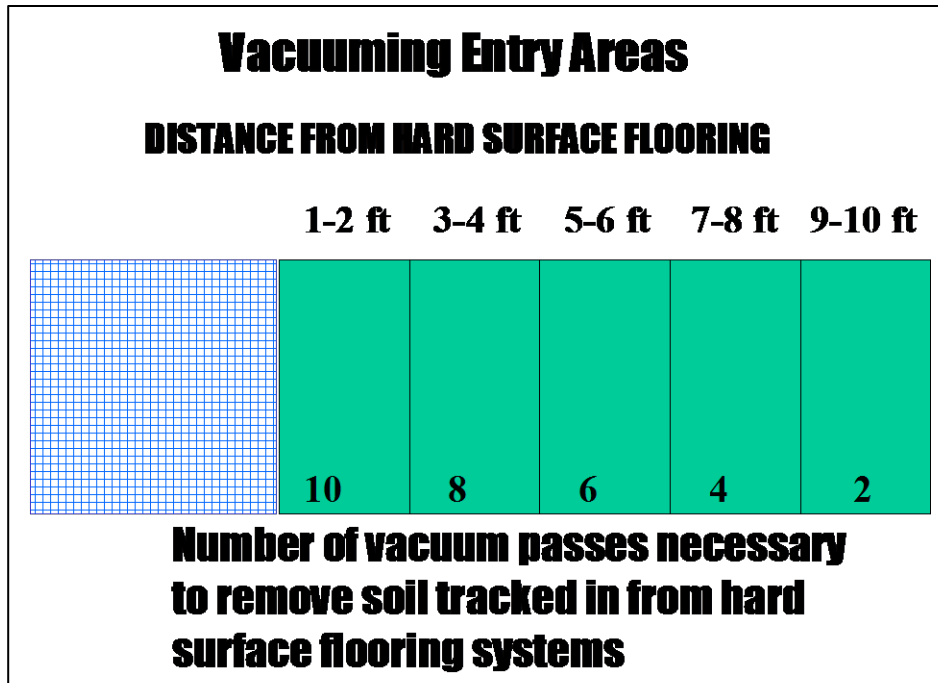
Vacuuming:

Vacuuming is the single, most important maintenance activity for Powerbond®, so proper vacuuming and vacuum cleaner selection is given a high priority in the CARE maintenance program. Approximately 75%-85% of the soil deposited into carpet is dry soil and may be removed with proper vacuuming. Dry soil can abrade and permanently damage pile yarn. Effective dry soil removal can be managed through a continuing planned maintenance program. While vacuuming alone WILL NOT keep carpet ‘completely’ clean, vacuuming will remove dry (insoluble) soil that cannot be removed through regular wet extraction cleaning.

Vacuuming must play a significant part in a planned maintenance program. Cubicle areas, Track-off areas, heavy traffic areas and entry mats should be maintained at least once **daily** using an approved vacuum. For improved indoor air quality, the vacuum should offer high efficiency filtration and should be Carpet & Rug Institute Seal Of Approval Certified (www.carpet-rug.org).

A note on backpack vacuums: Backpack vacuums may be used in conjunction with an upright vacuum. These units may be used for daily vacuuming, as they have shown to provide greater dry soil removal than upright units when used on Powerbond.

- Entry areas and areas adjoining hard surface flooring materials should receive a larger share of maintenance emphasis than other heavily trafficked areas within the facility. If an adequate job of entry maintenance is performed, dry soil can be limited to the first 12-15 feet after stepping onto Powerbond. If dry soil can be restricted to these areas, interior maintenance can be redirected to remove surface litter only, rather than spending an inordinate amount of time in trying to remove embedded dry soil. This translates to vacuuming less square footage on a daily basis, thus reducing labor costs. It will not be necessary to vacuum every square foot each day, if entries can be maintained properly.



Spot Removal:

Spot Removal should take place on a daily basis. Each facility should plan to purchase a spot removal extractor. One of the most effective maintenance tools to be introduced in the past few years is the spot removal extractor.



These 1-2 gallon portable extractors are lightweight and are available for quick removal of spot and spills. Spot removal, if performed on a daily basis, can be performed with minimal effort.

As an all-purpose spotter, Tandus recommends SYON-5 for the majority of the spills encountered on a daily basis. SYON-5 should be applied directly to the spill and agitated slightly. Extract the solution after 5-6 minutes of dwell time using fresh hot water only. Spills should be addressed as soon as they occur. The sooner removal can be attempted, the higher the probability of complete spill removal. SYON-5 can be purchased from your local Tandus Account Executives.

The following products will be helpful in removing many spots and spills:

SYON-5	Product patented and distributed by Tandus. May be used as the first solution for <u>all</u> spills. Especially effective on food and beverage spills. Dilution ratio is: Undiluted; up to 1 part: 10 parts of hot tap water.
Hot Water Rinse	Used to rinse detergent residues to limit re-soil potential. Use only cold water on blood spills to prevent setting the stain. Hot water should be utilized in every other situation.
Red Carpet/iCapsol	Good for water-based spills. May be used instead of SYON-5, if no fragrance is desired and no deodorization is needed.
SAF T SOLV	Bane-Clene product (800.428.9512) Non-Flammable, Volatile Dry Solvent May be used on many oil-based spills, as well as ink, gum and other solvent soluble contaminants.
Acetone	Breaks down adhesives, seam sealer etc. Use Caution and follow label directions for proper use.
Spray n' Go	Chemspec product (800.428.9512) An oxidizing bleach. It works on many permanent stains by removing color from the staining agent. <u>Never use Clorox, or any chlorinated bleach, that will remove Powerbond color.</u> Simply dilute Spray n' Go; apply to the area and vacuum up dried residue.
Acid Rinse solution.	Use white vinegar or a commercially available acidic/ extraction rinse This removes some yellowing and neutralizes many high pH detergent residues to limit re-soil propensity.

Common Powerbond Cleaning Suggestions:

There are no standard frequencies that can be suggested for all facilities. Periodic cleaning is dependent upon soiling levels, traffic levels, and the quality of daily maintenance. Due to this fact, some areas may require cleaning on a weekly basis, while other areas only may require cleaning on a yearly basis.

Proper planning will help identify those areas that require more frequent cleaning. The objective should be to limit soiling to smaller areas, before they spread, rather than cleaning the entire facility. It is less costly to clean a 90 square foot entry area on a weekly basis, rather than clean a 2000 square foot outer office quarterly. This should be accomplished by trial and error, with

continuous monitoring. The following are areas that are the first to become heavily soiled. These areas are where the bulk of interior soil originates.

- Entry areas – any outside entry. Asphalt sealer, dry from sidewalks, grass clippings, oily soil. These soils accumulate in entries and slowly spread deeper with the building.
- Areas adjoining hard floors- also called transition areas, these areas occur as a result of the failure to properly maintain hard floors. Even hard floors that are superbly maintained allow finishes to be tracked to the Powerbond where it localizes. Restrooms, kitchen and break areas, and tile common areas all contribute to Powerbond soiling. Cleaning these areas before the traffic pattern begins to spread will lighten the maintenance load.
- Break areas- the majority of spills can be found in these areas. Spills transfer to the soles of shoes and spread throughout the facility. Shoes require about 6 steps to be adequately cleaned by Powerbond. This can translate to about 18 linear feet.
- Soda Machines and coffee makers- areas next to refreshment areas should be monitored frequently for spills and should be cleaned semi-monthly (every other week), before spots and spills become apparent.
- Around the desks of the “neatness challenged”- Cleaning staff usually can identify the offices of those employees who seem to have difficulty in reducing spills in their areas. These areas may require more frequent inspection and more frequent cleaning.
- Areas of concentrated traffic- these are areas where traffic funnels to a concentrated area.
- Elevators- Powerbond RS allows for removal, cleaning and replacement as needed, if elevators cannot be maintained frequently.
- Stairs- because of increased force exertion, soil from shoes is deposited more quickly and more deeply than in other areas.

Common Cleaning Challenges:

Inability to remove spots- Powerbond offers the finest soil and stain retardant treatments available, but no material known to man is stain-proof. In addition, there is not a single spot removal product that can be used universally to remove all spots.

Optical Brighteners-Optical brighteners should NOT be used on any Tandus products.

Rotary Shampooing/Bonnet Cleaning-

Is never to be used on Tandus products. As an alternative, PLEASE implement a dual cylindrical brush agitation machine. There are a couple of Tandus Approved machines: Windsor Industries “iCapsol Mini”; Windsor/ Karcher’s iCapsol Mini, XL North/ Grab Carpet Cleaning System’s XLerator, Carpet Cleaner America’s Dri-Star & Renovator and North American Cleaning Equipment “Duplex Hydrowasher”. The rotary action does not allow for sufficient cooling from the friction and potential yarn abrasion and permanent pile fiber distortion typically results.

Periodic Cleaning:

Tandus’s Powerbond product provides end- users with a high performance, easily maintainable flooring option. An organized, fully implemented maintenance plan will ensure many years of

performance from Powerbond products and will reduce product lifecycle costs to make them one of the most affordable floor covering options available.

For enhanced performance of your new installation, Tandus has evaluated most methods of periodic cleaning, and has selected the optimum cleaning system for Powerbond products. Based on numerous scientific evaluations involving field and laboratory investigations, Tandus recommends the use of both Low Moisture and Hot Water Extraction systems for the maintenance of all Tandus products. While there is no standardized cleaning frequency for all facilities, Tandus recommends regularly scheduled primary maintenance cleaning, before the Powerbond 'appear' soiled. Some areas will require daily attention, while limited-use areas only may require a yearly extraction. Ultimately, localized use, soiling conditions, the quality of daily maintenance and appearance retention inspections will determine the frequency of primary maintenance cleaning.

The following should be considered when cleaning any Tandus products:

1. Operate heating, ventilation, and air-conditioning (HVAC) system during, and for at least 24 hours following, periodic cleaning with Hot Water Extraction.
2. Utilize air movers, in conjunction with HVAC operation, to expedite drying.
3. Limit traffic on wet Powerbond to limit soil tracking and soil wicking.
4. NEVER use any cleaning product that contains optical brighteners or bleaching agents.
5. Select cleaning products with a pH range between 4 - 9.
6. Select cleaning products that do not leave oily or sticky residues. Evaluate residue by diluting and pouring the solution into a pie plate. Place the pie plate in direct sunlight and allow evaporation. Evaluate residue for oily or sticky consistency.
7. Always keep Material Safety Data Sheets (MSDS) available during cleaning.
8. Always read and comply with label instructions of the detergent formulator.

Following is the recommended periodic cleaning procedure for the maintenance of Powerbond products:

- Vacuum the area to be cleaned, taking the required time and effort to remove as much dry particulate (insoluble soil) as possible. Hot Water Extraction (HWE) is performed to remove water-soluble soil, which cannot easily be removed with daily vacuuming. Surfactants, used in the cleaning process, attempt to emulsify these non-water soluble particulates, thus increasing cleaning efficacy.
- Following thorough vacuuming, apply a slightly alkaline pre-spray surfactant or SYON-5 directly to the pile fiber. Most surfactants require 8-10 minutes of dwell time to enable emulsification and saponification of the contaminants.
- Agitate the area with a pile brush or cylindrical brush agitation, such as the Freestyle or Libertor (Racine Industries), iCapsol Mini (Windsor Industries/ Karcher), or the dri-Star & renovator (Carpent Cleaner America). NEVER USE A ROTARY BONNET or ROTARY BRUSH for mechanical agitation. Cylindrical agitation will assist the surfactant solution in lifting soil from the pile fiber and pile lifting.

- Extract the surfactant solution and attached soil particles using an extractor with fresh water only. Do not use a detergent solution in the rinse tank. It is suggested that an Acidic/ Extraction Rinse be utilized in areas where Salt or Ice Melt Compounds have been used. The Extraction Rinse may be pre-sprayed and added into the rinse tank of the extractor.
- After thoroughly rinsing, continue to extract the area using “dry” strokes (no water injection) until suitable moisture removal is attained. Under no circumstance should any Powerbond product be allowed to remain wet for more than 8 hours.

Other considerations:

Soiling that reoccurs more than 24 hours following cleaning often may be attributed to detergent residues that were not adequately rinsed. Evaluate detergency by pouring water onto pile fiber and briskly agitating with a spotting brush. Look for foaming or other signs of detergent residue. If detergent is present, continue to extract these areas until detergent is thoroughly rinsed. In severe situations, an acid rinse may be applied as a pre-spray or added to the extractor rinse tank to neutralize detergent residues. In severe situations, an acid rinse may be applied as a pre-spray or added to the extractor rinse tank to neutralize detergent residues.

Some primary cleaning methods, such as the Windsor iCapsol System; Racine Industries HOST System, the milliCare System and Carpet Cleaner America have been proven effective in maintaining desired appearance levels and improving the quality of overall aesthetic value of all Tandus products. These methods may be used to extend the time between extractions.

For additional information, please visit: www.tandus.com/maintenance or www.carpet-rug.org

Custodial Services Request

Date Submitted: **02/18/2019**

Name:

Email: Office Extension:

Please describe the problem:

What's your concern or request?

Where's the problem located? Please provide the building and room number.

Please explain the nature of the problem:

Submit to Custodial Services: _____

COLLEGE OF CENTRAL FLORIDA

8

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Enterprise Lease Agreement between CF Foundation, Inc. and the College of Central Florida – Renewal

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

The College has continued need for additional classroom and office space. This lease renewal of space in the Enterprise Center will address some of the College's classroom and office space needs. Leased classroom and office space will be 3,407 square feet.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the Enterprise lease agreement renewal between CF Foundation, Inc. and the College of Central Florida regarding classroom and office space.

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is made as of this 4th day of December, 2019
Between the "Landlord" and "Tenant" hereinafter named.

WITNESSETH:

1. DEFINITIONS

- a) Landlord: CF Foundation, Inc. a Florida corporation
Address: 3001 S.W. College Road, Ocala, FL 34474
(hereinafter Landlord)
- b) Tenant: District Board of Trustees of College of Central Florida
Address: 3001 S.W. College Road, Ocala, FL 34474
(hereinafter Tenant)
- c) Premises: Approximately 3,407 square feet located at Enterprise Center, more specifically described in Exhibit A.
- d) Use of Premises: Office and corporate training and all associated or related activities, including swing space for the College.
- e) Commencement Date: January 1, 2020
- f) Term: The term shall be for a period of five (5) years.
- g) Rent: See attached Exhibit B

2. PREMISES AND TERM. Landlord hereby leases to Tenant and Tenant leases from landlord the Premises for the Term (unless sooner terminated) as provided herein. The Tenant will also have access in common with other tenants to the Enterprise Center parking lot, restrooms, small conference and board rooms, and staff break-room on second floor.

If the actual Commencement Date is a day other than the first day of a particular month, the Term shall not expire until the last day of the last month of the Term as described in paragraph 1. f).

3. RENT. Tenant covenants and agrees to pay, without deduction or offset, to Landlord, the Rent for the Premises as described above in paragraph 1. g), subject to any adjustments or additions provided in this Lease, on or before the first (1st) day of the first full calendar month of the Term and on or before the first (1st) day of each and every successive calendar month thereafter during the Term. In the event the Commencement Date occurs on a day other than the first (1st) day of a calendar month, the first Rent payment shall be on the Commencement Date in the amount of the prorated Rent for the calendar month in which the Term commences.

Rent and all other sums payable by Tenant to Landlord under this lease, plus any applicable tax, shall be paid to Landlord, without deduction or offset, at the address stated above, or at such other place as Landlord may hereafter specify in writing.

4. USE OF PREMISES. The Premises shall be used by Tenant as described above in paragraph 1.d), and for no other purpose without the prior written consent of landlord. Tenant shall not allow the Premises to be used for any unlawful purpose; nor shall Tenant cause, maintain, or permit any nuisance (as determined by Landlord or by law) in or about the Premises or commit or suffer to be committed any waste in, on, or about the Premises.
5. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS. Tenant shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Premises.
6. ASSIGNMENT BY LANDLORD. In the event of the transfer and assignment by Landlord of its interest in this Lease or sale of the Premises, any of which it may do at its sole option, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Landlord shall not sell or assign its interest in this Lease or the Premises until after the Commencement Date, provided, however, Landlord may mortgage the Premises and assign its right to payment hereunder. No transfer, assignment or sale of Landlord's interest in this Lease or the Premises shall be made without written consent of Tenant, which consent shall not be unreasonably withheld. Tenant expressly consents to Landlord's mortgaging the property to Florida Development Finance Corporation or other lender selected by Landlord in connection with Landlord's First Mortgage Financing.
7. ASSIGNMENT BY TENANT. Tenant may assign this lease in whole, or in part as a sublease, at any time upon receipt of landlord's written consent, which consent shall not be unreasonably withheld or delayed beyond forty (40) days after receipt of Tenant's request, to an assignee or sub-lessee comparable in quality to Tenant, as of the execution of the Lease and who would use the Premises in a manner generally comparable to the use by Tenant. However, such assignment shall not be considered a novation of the lease, nor shall Tenant be released from its obligations herein.
8. ACCESS TO PREMISES. Landlord or its authorized employees, contractors or agents shall have the right to enter upon the Premises at all reasonable times for the purposes of inspecting the same, preventing waste, making such repairs as landlord may consider necessary (but without any obligation to do so except as expressly provided for herein). Prior to any such inspection, landlord shall give reasonable notice to Tenant. Such inspection shall occur, to the extent possible, during normal business hours and shall be conducted in such a manner as not to otherwise interfere with Tenant's business operations. Further, nothing contained herein shall be construed so as to give Landlord access to Tenant's books, records and other confidential business information.
9. UTILITY SERVICE. Landlord shall provide all electric, HV/AC, computer support, sewer and water service to Tenant as part of Tenant's Rent. Landlord shall not be liable for any damage caused by temporary loss of utilities as a result of circumstances beyond Landlord's control.
10. TAXES. Landlord shall pay any taxes placed on the Premises prior to the date the same shall become delinquent.

11. LEASEHOLD IMPROVEMENTS. During the term of the Lease, Tenant may, at its total expense, from time to time, renovate or remodel the Premises provided that Tenant shall comply with all governmental requirements regarding such renovation or remodeling and shall obtain Landlord's written consent before modifying the roof or other structural portion or exterior appearance of the Premises, which consent shall not be unreasonably withheld.

12. CONDITION OF PREMISES AND MAINTENANCE. At the termination of this Lease, Tenant shall deliver the Premises in the same good order and condition as existed at the Commencement Date, ordinary wear, natural deterioration beyond the control of Tenant, damage by fire, tornado or other casualty excepted. Landlord will be responsible for all maintenance and repairs.

13. TENANT'S FURNITURE AND EQUIPMENT. All of Tenant's furniture, movable trade fixtures and equipment not attached to the Premises may be removed by Tenant at the termination of this Lease, if Tenant so elects, and shall be so removed, if required by Landlord, and, if not so removed, shall, at the option of Landlord, become the property of Landlord.

14. SECURITY. After the Commencement Date, Tenant shall be solely responsible for all security measures for the Premises and for Tenant's customers, employees, licensees and invitees.

15. DAMAGE BY FIRE OR THE ELEMENTS. In the event that the Premises should be totally destroyed by fire or other casualty, or in the event the Premises should be so damaged that the improvements cannot be completed within one (1) year after the date of such damage, either Landlord or Tenant may, at its option, by written notice to the other given not more than sixty (60) days after the date of such destruction or damage, terminate this Lease. In such event, no Rent shall be due for the unexpired Term effective with the date of such destruction or damage.

In the event the Premises should be damaged by fire or other casualty covered by insurance but only to such extent that the improvements can be completed within one (1) year after the date of such damage, or if the damage should be more serious but neither Landlord nor Tenant elects to terminate this Lease, then Landlord shall, within sixty (60) days after the date of such damage, commence to rebuild or repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition in which they were immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvements which may have been placed by Tenant on the Premises. During the time of repair, if Tenant can conduct business partially occupying leased space, the Rent shall be reduced for the period of repair based on the amount of square footage which can be occupied.

16. EMINENT DOMAIN. If any or all of the Premises are taken by the exercise of any power of eminent domain or are conveyed to or at the direction of any governmental entity under a threat of any such taking (each a "Condemnation"), damages or awards pursuant to such Condemnation shall be apportioned between Landlord and Tenant in accordance with their respective interests in the Premises. While Landlord and Tenant agree to cooperate in the prosecution or defense of any such claim, each party recognizes and agrees that it has its own individual claim. If a) all of the Premises are taken by a Condemnation or b) any part of the Premises is taken by a Condemnation and the remainder thereof is unfit for the reasonable operation therein of Tenant's business, or c) any of the Premises is taken by a Condemnation and, in Landlord's reasonable opinion, it would be impractical to restore the remainder

thereof, or d) any of the Premises is taken by a Condemnation and, in Landlord's reasonable opinion, it would be impractical to continue to operate the remainder thereof, then, in any such event, the Term shall terminate on the date on which possession of so much of the Premises as is taken by such Condemnation is taken by the condemning authority hereunder, and all Rent payable hereunder shall be apportioned and paid to such date. If there is a Condemnation and the term does not terminate pursuant to the foregoing provisions of this paragraph, the operation and effect of this Lease shall be unaffected by such Condemnation, except that the Rent shall be adjusted.

17. SIGNAGE. Tenant, at Tenant's sole cost and expense, shall be entitled to install additional signage, including Tenant's corporate name and logo, at a location on the Premises determined by the Landlord to be appropriate; provided that the signage complies with all applicable governmental regulations and Restrictive Covenants.

18. DEFAULT. Landlord shall be in default of this Lease in the event that Landlord fails to comply with any material provision of the lease. In the event of default by Landlord, Tenant shall have all available legal remedies at law and equity. The following events shall constitute events of default by Tenant under this Lease:

a) Tenant's failure to pay the Rent or any other sums payable hereunder for a period of seven (7) days after written notice by Landlord;

b) Tenant's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease or in the Restrictive Covenants for a period of twenty (20) days after written notice by Landlord;

Upon the occurrence of any one or more of such events of default, Landlord, at its election, may exercise any one or more of the following remedies:

a) Landlord may treat the lease as terminated and re-take possession of the Premises on his own account thereafter using the same exclusively as his own for his own purposes, thus terminating any further liability on the part of the Tenant.

b) The Landlord may re-take possession of the Premises for the account of the Tenant, holding the Tenant in general damages for the difference between the rental stipulated to be paid and what, in good faith, the Landlord is able to recover from a re-letting and, by re-taking possession for the account of the Tenant, the Landlord loses the right to recover the full amount of remaining Rent on the basis of acceleration.

c) The Landlord may stand by and do nothing, holding the Tenant liable for the Rent due as it matures or for the whole when it becomes due or the Landlord may immediately claim damages, past and prospective, which are the necessary and direct result of the breach, to be determined by the following formula:

1. Rent for the remainder of the term as fixed by the Lease (reduced to present value);
2. Plus special damages, e.g., necessary repair and renovations for new tenants;

3. Less fair rental value of the Premises for the remainder of the term (reduced to present value and reduced by the period of time Premises will remain vacant despite efforts of landlord to re-lease) as determined by an independent licensed property appraiser.

After such payment according to this formula, all Tenant's obligations under the Lease are terminated and the Landlord is free to make whatever use of the property he deems appropriate without further obligation to the Tenant.

d) Landlord may exercise any other remedies generally available to Landlords under Florida law.

In the event Tenant experiences the elimination of or a substantial decrease in present governmental funding, Tenant will have the right to renegotiate the rental terms of the Lease. In the event that a negotiated rental rate cannot be agreed upon, the Tenant will then have the right to cancel Lease agreement with a six (6) month written notice.

19. EARLY TERMINATION. Either party may terminate this Lease without cause by giving written notice to the other party at least ninety (90) days in advance of the effective date of termination specified by such notice.

20. SUBORDINATION. Provided that Mortgagee executes a non-disturbance agreement, this Lease shall be subject and subordinate to the lien, operation and effect of each mortgage, ground lease and/or other similar instrument of encumbrance heretofore or hereafter covering any or all of the Premises (and each renewal, modification, consolidation, replacement or extension thereof) (each a "Mortgage"). Tenant shall, promptly at the request of Landlord or the holder of any Mortgage (a "Mortgagee"), execute, acknowledge and deliver such further instrument or instruments evidencing such subordination as Landlord or such Mortgagee deems necessary or desirable. Notwithstanding any contrary provision contained in this Lease, any effect of this Lease without obtaining Tenant's consent thereto, by giving Tenant written notice thereof, in which event this Lease shall be deemed to be senior to such Mortgage without regard to their respective dates of execution, delivery and/or recordation among the applicable public records, and thereafter such Mortgagee shall have the same rights as to this Lease as it would have had, were this Lease executed and delivered before the execution of such Mortgage. Tenant agrees to attorn to any new owner of the Premises resulting from the foreclosure of any Mortgage or conveyance in lieu of foreclosure, if such new owner so requests.

21. NON-DISTURBANCE. Simultaneously with the recording of any mortgage encumbering the Premises, Landlord will provide Tenant with a non-disturbance agreement in favor of Tenant. The non-disturbance agreement will be in recordable form and may be recorded at Tenant's election and expense.

22. QUIET ENJOYMENT. Provided Tenant has performed all of the terms, covenants, agreements and conditions of this Lease, including the payment of Rent and all other sums due hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises, subject to the provisions and conditions of this Lease.

23. HOLDING OVER. If Tenant does not vacate the Leased Premises upon the expiration or early termination of the Lease, Tenant shall be a tenant at sufferance for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord as base rental for the period of such holdover \$5,678.33 per month (representing an increased base rent per square foot of \$20.00 per square foot).

24. BROKERAGE COMMISSION. Landlord and Tenant each warrant that there are no claims for broker's commissions or finder's fees in connection with its execution of this lease.

25. NOTICES. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when a) actually received or b) signed for or "refused" as indicated on the postal or delivery service return receipt. Delivery may be by personal delivery, Federal Express (or other commercially recognized express mail or delivery service), or by United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out in Paragraphs 1.a) and 1.b), or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith.

26. INSURANCE. Tenant shall at Tenant's sole expense, obtain and keep in force at all times during the Term, comprehensive general liability insurance including property damage on an occurrence basis, with limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The limit of said insurance shall not, however, limit the liability of Tenant hereunder. Tenant may carry said insurance under a blanket policy. Tenant shall maintain insurance upon all property in the Premises owned by Tenant or for which Tenant is legally liable. Tenant shall maintain insurance against such other perils and in such amounts as Landlord may in writing from time to time require.

Tenant hereby waives and releases Landlord of and from any and all liabilities, claims and losses for which Landlord is or may be held liable to the extent Tenant receives insurance proceeds on account thereof.

Tenant shall not permit the Premises to be used in any way which would, in the opinion of Landlord, be extra hazardous on account of fire or otherwise or which would in any way increase or render void the fire insurance on the Premises.

No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days' prior written notice to Landlord. Tenant shall provide Landlord with written evidence of insurance upon request. All policies of insurance maintained by Tenant shall be in a form and, shall have a substance, acceptable to Landlord with satisfactory evidence that all premiums have been paid. Tenant agrees not to violate knowingly or permit to be violated any of the conditions or provisions of the insurance policies required to be furnished hereunder, and agrees to promptly notify Landlord of any fire or other casualty affecting the Premises. If Tenant fails to procure and maintain insurance as required hereunder, Landlord may do so, and Tenant shall, on written demand, reimburse Landlord for all monies expended by Landlord to procure and maintain such insurance.

All such policies of insurance obtained by Tenant in accordance with this provision shall be with a carrier acceptable to Landlord, which acceptance shall not be unreasonably withheld. With respect to all such policies obtained by Tenant, Landlord shall be named as an additional named insured, and where applicable, any mortgage holder holding a mortgage on the Premises shall also be named as an additional named insured.

27. MISCELLANEOUS.

a) Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, injunction, insurrection, court order, requisition of other governmental body or authority, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord.

b) Rent a Separate Covenant. Tenant shall not for any reason withhold or reduce Tenant's required payments of Rent, it being expressly understood and agreed by the parties that the payment of Rent is a covenant by Tenant that is independent of the other covenants of the parties hereunder.

c) Entire Agreement. Any and all riders and exhibits attached to this Lease are made a part of this Lease for all purposes. This Lease contains the entire agreement between the parties hereto and may not be altered, changed or amended, except by written instrument signed by both parties hereto.

d) No Waiver. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord and addressed to Tenant, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof.

e) Successors and Assigns. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

f) Default Interest. All past due Rent and other sums payable by Tenant under this Lease shall bear interest from the date due until paid at a rate equal to the lesser of eighteen (18) percent per annum and the maximum non-usurious rate permitted under applicable law from time to time. Provided, however, that any such sums shall not bear interest until Tenant has been given three (3) days' written notice by Landlord.

g) Headings and Use of Terms. The paragraph headings to this Lease are for convenience and reference only. The words as provided in the paragraph headings will not be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the terms of this Lease. Terms defined in this Lease have the meaning, designation, and significance ascribed to the terms defined in this Lease.

h) Severability. Provisions contained in this Agreement which may be deemed contrary to prohibited by, or invalid under applicable laws or regulations shall be deemed omitted from this Agreement and shall not invalidate the remaining provisions thereof.

i) Attorneys' Fees. If an action is begun, or an attorney is retained by Landlord or Tenant to enforce this Lease or collect any sums due as provided in this Lease or to collect money damages for breach of this Lease, against the other, the prevailing party will be entitled to collect from the other reimbursement for the reasonable actual fees of attorneys and court costs in connection with this action. This provision is not intended to create a waiver of sovereign immunity and is applicable only to the extent permissible under Section 768.28, Florida Statutes.

j) Governing Law. The validity, meaning, and effect of this Lease will be determined as provided by the law of the State of Florida applicable to agreements made and to be performed in the State of Florida. Each party agrees that any such determination will be decided by a Judge of the Circuit Court in and for Marion County, Florida, and each party expressly waives trial by jury.

k) Time of Essence. Time is of the essence with respect to each party's performance of its obligations under this Lease.

l) Radon. In accordance with the requirements of Section 404.056(8), Florida Statutes, the following notice is hereby given:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in an office space in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in office spaces in Florida. Additional information regarding radon and radon testing may be obtained from the local County Public Health Center.

m) Landlord shall designate _____ parking spaces for exclusive use for all employees of Tenant and for all visitors to Tenant. Spaces shall be appropriately marked and located near Enterprise Center facilities.

n) Landlord shall provide reasonable janitorial and maintenance of Tenant's leasehold and common areas without additional cost to Tenant.

o) Landlord shall have the right to change certain Rules and Regulations governing the use of Landlord's properties and facilities, which said new reasonable customary rules shall be approved by Tenants prior to implementation. The sidewalks, halls, passages, exits, entrances, elevators, and stairways of the building will not be obstructed by any Tenants or used by any of them for any purpose other than for ingress to and egress from their respective Premises.

IN WITNESS WHEREOF, the undersigned have executed this Lease, effective as on the date first above written.

Signed, sealed and delivered in the presence of:

Dawn H. Gonsalves
FIRST WITNESS' SIGNATURE

Dawn H. Gonsalves
FIRST WITNESS' PRINTED NAME

Norma Tellez
SECOND WITNESS SIGNATURE

Norma Tellez
SECOND WITNESS' PRINTED NAME

LANDLORD:
CF Foundation, Inc.

By: *[Signature]*

Its: Executive Director

Date: 11/12/19

Signed, sealed and delivered in the presence of:

FIRST WITNESS' SIGNATURE

FIRST WITNESS' PRINTED NAME

SECOND WITNESS SIGNATURE

SECOND WITNESS' PRINTED NAME

TENANT:
District Board of Trustees of College of Central Florida

By: _____

Its: Board Chair

Date: _____

EXHIBIT A

COLLEGE OF CENTRAL FLORIDA AREA DESCRIPTION EFFECTIVE JANUARY 1, 2015

On the first floor of the Enterprise Center, the College is leasing classrooms 101, 102, 103 (3,407 sq. ft.).

EXHIBIT B

COLLEGE OF CENTRAL FLORIDA

LEASE SCHEDULE EFFECTIVE JANUARY 1, 2020

YEAR	DATE	RENT PER SQ FT	SQ FT LEASED	ANNUAL RENT	MONTHLY RENT
First	Jan. 1, 2020 – Dec. 31, 2020	\$20.00	3,407	\$68,140.00	\$5,678.33
Second	Jan. 1, 2021 – Dec. 31, 2022	\$20.50	3,407	\$69,843.50	\$5,820.29
Third	Jan. 1, 2022 – Dec. 31, 2022	\$21.00	3,407	\$71,547.00	\$5,962.25
Fourth	Jan. 1, 2023 – Dec. 31, 2023	\$21.50	3,407	\$73,250.50	\$6,104.21
Fifth	Jan. 1, 2024 – Dec. 31, 2024	\$22.00	3,407	\$74,954.00	\$6,246.17

COLLEGE OF CENTRAL FLORIDA

9

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Aquatic Center Lease Agreement Amendment

INITIATOR: Dr. James D. Henningsen,
President

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

In August 2006, the District Board of Trustees approved a seven year aquatic center lease agreement with Ocala Aquatics Inc. In August 2013, August 2015, and December 2017 the District Board of Trustees approved three separate two year extensions of the lease. The current agreement expires December 31, 2019. The college is currently negotiating a new lease agreement with Circle Square Foundation, LLC. An agreement will be provided for board action.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the lease agreement extension with Circle Square Foundation, LLC and authorizes the Board Chair to sign on behalf of the College.

COLLEGE OF CENTRAL FLORIDA

10

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Amendment to the Giddens Security Corporation Agreement

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

The College awarded Giddens Security Corporation the Request for Proposal 14-5, Unarmed Security Services ("RFP") on December 3, 2014 which provided for a period of service from January 1, 2015 and ending on December 31, 2019 inclusive of renewal options. College administration requests that the RFP agreement is amended to extend the period of service by a period of six (6) months to 5:00p.m. on June 30, 2020 and increase the price proposal billing rate by 3% as set forth in the attached Amendment. The billing rate has remained unchanged since June 2017.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the Amendment to the Giddens Security Corporation Agreement and authorize the Board Chair to sign.

AMENDMENT TO THE GIDDENS SECURITY CORPORATION AGREEMENT

THIS AMENDMENT is entered into this 4th day of December, 2019 (the “Amendment Effective Date,” even though it may be executed on different dates), by and between the **District Board of Trustees of the College of Central Florida**, a Florida political subdivision, 3001 SW College Road, Ocala, Florida, 34474 (hereinafter “CF”), and **Giddens Security Corporation**, a Florida profit corporation, 528 S. Edgewood Ave, Suite 1, Jacksonville, Florida, 32205 (hereinafter “Giddens”).

WHEREAS:

- A. CF awarded GIDDENS the Request for Proposal 14-5, Unarmed Security Services (hereinafter “RFP”) on December 3, 2014 which provided for a period of service from January 1, 2015 and ending on December 31, 2019 inclusive of renewal options.
- B. CF and GIDDENS desire to amend the RFP pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. **Period of Service.** The RFP is hereby amended to extend the period of service by six (6) months, resulting in an amended period of service ending at 5:00 p.m. on June 30, 2020.
- 2. **Price Proposal.** The RFP is hereby amended to increase the billing rate, which has been the same since June 2017, from \$13.24 per hour to \$13.64 per hour, a 3% increase.
- 3. **Effect of Agreement.** In the event of any inconsistency between this Amendment and the RFP, this Amendment shall govern. Except as expressly set forth herein, the RFP shall remain in full force and effect and is not amended or modified.
- 4. **Authority to Execute.** The undersigned GIDDENS representative swears or affirms that GIDDENS is a Florida profit corporation, organized and existing under the laws of Florida. Its Articles of Incorporation were filed with the Secretary of State on July 22, 1982; and it has Federal ID # 59-2205829. He / She further swears or affirms that he / she has the right and authority to execute this agreement and bind GIDDENS, its officers and members to the terms and conditions herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first above written.

GIDDENS SECURITY CORPORATION
A Florida profit corporation

DISTRICT BOARD OF TRUSTEES OF
THE COLLEGE OF CENTRAL FLORIDA

Signature of Authorized Representative

Ms. Joyce Brancato, Chair

Name: _____

Date: _____

Title: _____

Date: _____

COLLEGE OF CENTRAL FLORIDA

11

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Marion Technical College – Mid Florida Career
Pathway Consortium

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

This agreement is between the District Board of Trustees of College of Central Florida and Marion Technical College to implement the activities associated with the Mid Florida Career Pathway Consortium for the fiscal year starting July 1, 2019 and ending June 30, 2020.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the agreement with Marion Technical College and authorize the Board Chair to sign.

**Articulation Cooperative Agreement
Career Pathways**

**Between the District Board of Trustees of the College of Central Florida and
Marion Technical College
2019-2020**

Mechanisms and strategies for promoting “Career Pathways” programs of study

A. Courses and programs available to students eligible for Career Pathways

1. A Career Pathway is a coherent sequence of rigorous academic and technical courses that prepare students for successful completion of state academic standards and support transition to more advanced postsecondary coursework in a related career area of interest. According to the Florida Department of Education (DOE Information Data Base Requirements, Vol. 1), a Career Certificate Program Completer (CCP) is defined as a career and technical education student who has successfully completed a clock hour program and has participated in a locally developed Program of Study that has a written articulation agreement in place which establishes and validates the career pathway. Such is the purpose of this articulation agreement between the District Board of Trustees of the College of Central Florida and The School Board of Marion County Florida/Marion Technical College .
2. Courses to be provided by the College of Central Florida under this agreement will be mutually agreed upon by the College of Central Florida and Marion Technical College, and will avoid unnecessary duplication of existing courses. Alterations to this list of offerings may be made with mutual consent of the College of Central Florida and Marion Technical College. (See Appendices A-D for articulated programs).
3. The College of Central Florida will develop a student education plan for each student applying for Career Pathways credit. In order to develop said plan, the student will present a transcript and programmatically required documents, which will be evaluated for purposes of determining college credits to be applied toward an Associate in Science degree. Said Associate degree will be the student’s stated education objective.

B. The process for notifying students of the option to participate in Career Pathways programs

1. Marion Technical College, shall notify those students who qualify as CCP completers.
2. The College of Central Florida will make available the Career Pathways Coordinator to present to opportunities for articulated credit.

C. Eligibility criteria for student participation

1. Eligibility for participation in a Career Pathways articulated credits, would include but is not limited to the student presenting a transcript and programmatically required documents, which will be evaluated for purposes of determining college credits to be applied toward and Associate in Science degree.
2. Once admitted to the College of Central Florida, articulated credits will be determined after the student has presented the appropriate dean and the Career Pathways Coordinator with a copy of his/her transcript and programmatically required documents.

D. Institutional responsibilities for student screening prior to enrollment and monitoring enrolled students

1. Marion Technical College shall identify those students who are CCP completers and shall so notify the College of Central Florida.
2. The College of Central Florida will make available advising services to Marion Technical College CCP students, as provided to all CCF students.

E. Awarding college credit for articulated Career Pathways courses

1. To receive Career Pathways articulated credit, students must successfully complete a Career Certificate Program and upon demonstration of mastery of competencies either through Career Pathways College Credit Assessment or through Industry Certification/ Licensure.
2. Upon satisfactory completion of the Career Pathways College Credit Assessment, the dean (or designated reviewer) will forward the articulated credits to the College of Central Florida Admissions and Records office. Upon receipt, the Admissions and Records office will process the articulated credit as an “S” for satisfactory on the student’s transcript and will not factor into the student’s College of Central Florida grade point average.
3. Statewide Career and Technical Education Articulation Agreements, which are based on nationally recognized industry certification, support the Department of Education’s Next Generation Strategic Areas of Focus (number three) effort to “expand opportunities for postsecondary degrees and certifications.” Gold Standard Career Pathways Industry Certification to AAS/AS Degree Statewide Articulation Agreements based on nationally recognized industry certification and or licensure does not preclude CCF from granting additional credit based on this local agreement.

F. Criteria by which the instructional quality will be maintained

The College of Central Florida shall be responsible for ensuring that the quality of instruction provided to Career Pathways students is comparable to that afforded other College of Central Florida students.

G. Cost of Career Pathways

Students who receive Career Pathways credits shall be exempt from the payment of registration and laboratory fees for those career certificate programs for which they receive credit according to the articulation agreement.

H. Program review

1. The College of Central Florida and Marion Technical College personnel will, on an annual basis, review and revise existing articulation agreements as needed to keep them aligned with the most current program and course requirements. These programs will also be reviewed and revised to accommodate and adapt to changing labor market trends and demands.
2. The College of Central Florida and Marion Technical College personnel will actively seek to develop additional articulated Career Pathways programs of study as new programs are added at the postsecondary levels.

**2019-2020 Career Pathways Articulation Agreement between the College of
Central Florida and The School Board of Marion County, Florida/ MTC**

Table of Contents for Appendices A-E

<i>Administrative Office Specialist (Appendix A)</i>	<i>Pages 1-2</i>
<i>Applied Cybersecurity (Appendix B)</i>	<i>Pages 3-4</i>
<i>Business Management and Analysis (Appendix C)</i>	<i>Pages 5-6</i>
<i>Medical Biller/Coder (Appendix D)</i>	<i>Pages 7-8</i>
<i>Technology Support Service (Appendix E)</i>	<i>Pages 9-10</i>

Edited 7/3/2019

Appendix A Career Pathways Articulation Agreement Between The College of Central Florida and The School Board of Marion County, Florida/ MTC

In a continuing effort to provide opportunities for career certificate program students in the Administrative Office Specialist program to transition into The College of Central Florida’s (CF) postsecondary programs listed below, CF agrees to award college credit to eligible Marion County students according to the criteria delineated below. These clock hours may or may not be accepted for transfer credit by other institutions.

Career Certificate Program
Administrative Office Specialist

Postsecondary Program
Office Administration, A.S.
Office Management Specialization

Marion County
Marion Technical College

College
The College of Central Florida

I. Articulated Courses and College Credit

CF agrees to award college credit hours or admission points to the career certificate programs listed above upon demonstration of mastery of competencies in the courses below either through Career Pathways College Credit Assessment or through Industry Certification/ Licensure.

A. *College Credit through Career Pathways College Credit Assessment:* Career certificate program completers must demonstrate mastery through a comprehensive exam, portfolio or programmatic required documents before assessment will be made to award the CF credit hours and/or admission points:

MTC Clock Hour Program	CF College Courses	College Credits
A - OTA0040 Information Technology Assistant B - OTA0041 Front Desk Specialist C - OTA0030 Assistant Digital Production Designer D - OTA0043 Administrative Office Specialist	OST 1100 Introduction to Word (3) OST 1110 Intermediate Word (3) OST 1384 Customer Service (3) OST 2717 Advance Word (3) MNA 2141 Leadership (3)	3 to 15

B. *College Credit through Industry Certification:* Students who obtain the following Industry Certification(s) will be awarded credit for the postsecondary course(s) listed below:

Industry Certification	CF College Courses	College Credits
Microsoft Word Microsoft Word, PowerPoint, Excel & Access CPS	<u>Microsoft Word</u> OST 1100 Introduction to Word (3) <u>Microsoft Word, PowerPoint, Excel & Access</u> CGS 1100 Microcomputer Applications (3) <u>CPS</u> OST 2402 Office Administration 2 (3)	3 to 9

Representatives of CF's Career and Technical Education (CTE) programs will review, at least annually, the content of the career certificate program, as specified in this Agreement, to ensure standardization and attainment of goals.

II. General Provisions

Comprehensive College Examination and Industry Certification: To receive college credit, students must meet the following criteria:

- A. Successfully complete a career certificate program.
- B. Pass the college comprehensive examination(s) approved by the CTE programs coordinator or obtain the Industry Certificate(s) as listed or provide required portfolio documents. Copies of said Industry Certificates must be provided to CF.

Students who choose to be exempted from all or part of the examination requirements by Industry Certification will receive credit by experience for the class in question if all other requirements are met.

- C. Students who score a minimum of eighty percent (80%) on the comprehensive institutional examination, or obtain the Industry Certification(s) as listed, will be awarded a grade of "S" which will not factor into the student's CF grade point average. A permanent college transcript will be generated. The exam results or proof of Industry Certification will be reported to the Career Pathways coordinators at CF.
- D. If the credit(s) for the articulated course(s) meet A.S. degree requirements, they will be applied toward the A.S. degree. Students will not be officially admitted to CF until all required admissions criteria have been met.

III. Sharing of Data

CF and The School Board of Marion County/MTC, Florida agree to share student educational data under conditions consistent with the Family Educational Rights and Privacy Act (FERPA). Either party may initiate requests to share data if it has a legitimate educational interest in the data. The shared information shall be used solely to benefit the Career Pathways program and students by facilitating access to and increasing educational opportunities at both institutions. Each institution will be deemed a school official of the other for purposes of this Agreement. CF will provide information about the sharing of data in its annual notification to students

Appendix B

Career Pathways Articulation Agreement Between The College of Central Florida and The School Board of Marion County, Florida/MTC

In a continuing effort to provide opportunities for career certificate program students in the Applied Cybersecurity program to transition into The College of Central Florida’s (CF) postsecondary programs listed below, CF agrees to award college credit to eligible Marion County students according to the criteria delineated below. These clock hours may or may not be accepted for transfer credit by other institutions.

Career Certificate Program

Applied Cybersecurity

Postsecondary Program

Computer Information Technology, A.S.

Marion County

Marion Technical College

College

The College of Central Florida

I. Articulated Courses and College Credit

CF agrees to award college credit hours or admission points to the career certificate programs listed above upon demonstration of mastery of competencies in the courses below either through Career Pathways College Credit Assessment or through Industry Certification/Licensure.

A. *College Credit through Career Pathways College Credit Assessment:* Career certificate program completers must demonstrate mastery through a comprehensive exam, portfolio or programmatic required documents before assessment will be made to award the CF credit hours and/or admission points:

MTC Clock Hour Program	CF College Courses	College Credits
CTS0059 Technology Support Specialist CTS0018 Cybersecurity Associate CTS0089 Information Security Administrator	CET 1171 Introduction to Computer Technology (3) CGS 2557 Internet Technology (3)	3 to 6

B. *College Credit through Industry Certification:* Students who obtain the following Industry Certification(s) will be awarded credit for the postsecondary course(s) listed below:

Industry Certification	CF College Courses	College Credits
COMPT 001 CompTIA A+ COMPT 006 CompTIA Network+ COMPT 008 Security+	<u>COMPT 001 CompTIA A+</u> CET 1278 A+ Fundamentals (3) CET 2180 Practical PC Technician(3) <u>COMPT 006 CompTIA Network+</u> CTS 2134 Networking Fundamentals (3) <u>COMPT Security +</u> CTS Security Fundamentals (3)	3 to 12

Representatives of CF's Career and Technical Education (CTE) programs will review, at least annually, the content of the career certificate program, as specified in this Agreement, to ensure standardization and attainment of goals.

II. General Provisions

Comprehensive College Examination and Industry Certification: To receive college credit, students must meet the following criteria:

- A. Successfully complete a career certificate program.
- B. Pass the college comprehensive examination(s) approved by the CTE programs coordinator or obtain the Industry Certificate(s) as listed or provide required portfolio documents. Copies of said Industry Certificates must be provided to CF.

Students who choose to be exempted from all or part of the examination requirements by Industry Certification will receive credit by experience for the class in question if all other requirements are met.

- C. Students who score a minimum of eighty percent (80%) on the comprehensive institutional examination, or obtain the Industry Certification(s) as listed, will be awarded a grade of "S" which will not factor into the student's CF grade point average. A permanent college transcript will be generated. The exam results or proof of Industry Certification will be reported to the Career Pathways coordinators at CF.
- D. If the credit(s) for the articulated course(s) meet A.S. degree requirements, they will be applied toward the A.S. degree. Students will not be officially admitted to CF until all required admissions criteria have been met.

III. Sharing of Data

CF and The School Board of Marion County/MTC, Florida agree to share student educational data under conditions consistent with the Family Educational Rights and Privacy Act (FERPA). Either party may initiate requests to share data if it has a legitimate educational interest in the data. The shared information shall be used solely to benefit the Career Pathways program and students by facilitating access to and increasing educational opportunities at both institutions. Each institution will be deemed a school official of the other for purposes of this Agreement. CF will provide information about the sharing of data in its annual notification to students.

Appendix C

Career Pathways Articulation Agreement Between The College of Central Florida and The School Board of Marion County, Florida/ MTC

In a continuing effort to provide opportunities for career certificate program students in the Business Management program to transition into The College of Central Florida’s (CF) postsecondary programs listed below, CF agrees to award college credit to eligible Marion County students according to the criteria delineated below. These clock hours may or may not be accepted for transfer credit by other institutions.

Career Certificate Program
Business Management & Analysis

Postsecondary Program
Business Administration.

Marion County
Marion Technical College

College
The College of Central Florida

I. Articulated Courses and College Credit

CF agrees to award college credit hours or admission points to the career certificate programs listed above upon demonstration of mastery of competencies in the courses below either through Career Pathways College Credit Assessment or through Industry Certification/Licensure.

A. *College Credit through Career Pathways College Credit Assessment:* Career certificate program completers must demonstrate mastery through a comprehensive exam, portfolio or programmatic required documents before assessment will be made to award the CF credit hours and/or admission points:

MTC Clock Hour Program	CF College Courses	College Credits
OTA0040 Information Technology Assistant MNA0080 Supervisor/Manager Trainee MNA0082 Supervisor	GEB 1011 Introduction to Business	3

B. *College Credit through Industry Certification:* Students who obtain the following Industry Certification(s) will be awarded credit for the postsecondary course(s) listed below:

Industry Certification	CF College Courses	College Credits
MICRO 017 Microsoft Office Master Microsoft EXCEL Expert QuickBooks Certified User (INTUT001)	<u>MICRO 017 Microsoft Office Master</u> CGS 1100 Microcomputer Applications (3) <u>Microsoft EXCEL Expert</u> CGS 2103 Spreadsheet Applications (3) <u>QuickBooks Certified User (INTUT001)</u> ACG2450 Integrated Accounting (3)	3 to 9

Representatives of CF’s Career and Technical Education (CTE) programs will review, at least annually, the content of the career certificate program, as specified in this Agreement, to ensure standardization and attainment of goals.

II. General Provisions

Comprehensive College Examination and Industry Certification: To receive college credit, students must meet the following criteria:

- A. Successfully complete a career certificate program.
- B. Pass the college comprehensive examination(s) approved by the CTE programs coordinator or obtain the Industry Certificate(s) as listed or provide required portfolio documents. Copies of said Industry Certificates must be provided to CF.

Students who choose to be exempted from all or part of the examination requirements by Industry Certification will receive credit by experience for the class in question if all other requirements are met.

- C. Students who score a minimum of eighty percent (80%) on the comprehensive institutional examination, or obtain the Industry Certification(s) as listed, will be awarded a grade of “S” which will not factor into the student’s CF grade point average. A permanent college transcript will be generated. The exam results or proof of Industry Certification will be reported to the Career Pathways coordinators at CF.
- D. If the credit(s) for the articulated course(s) meet A.S. degree requirements, they will be applied toward the A.S. degree. Students will not be officially admitted to CF until all required admissions criteria have been met.

III. Sharing of Data

CF and The School Board of Marion County/MTC, Florida agree to share student educational data under conditions consistent with the Family Educational Rights and Privacy Act (FERPA). Either party may initiate requests to share data if it has a legitimate educational interest in the data. The shared information shall be used solely to benefit the Career Pathways program and students by facilitating access to and increasing educational opportunities at both institutions. Each institution will be deemed a school official of the other for purposes of this Agreement. CF will provide information about the sharing of data in its annual notification to students.

Edited 7/3/2019

Appendix D Career Pathways Articulation Agreement Between The College of Central Florida and The School Board of Marion County, Florida/MTC

In a continuing effort to provide opportunities for career certificate program students in the Medical Biller/Coder program to transition into The College of Central Florida's (CF) postsecondary programs listed below, CF agrees to award college credit to eligible Marion County students according to the criteria delineated below. These clock hours may or may not be accepted for transfer credit by other institutions.

ADT Program

Medical Biller/Coder

Postsecondary Program

Health Information Technology, A.S.

Marion County

Marion Technical College

College

The College of Central Florida

I. Articulated Courses and College Credit

CF agrees to award college credit hours or admission points to the ADT programs listed above upon demonstration of mastery of competencies in the courses below either through Career Pathways College Credit Assessment or through Industry Certification.

C. *College Credit through Career Pathways College Credit Assessment:* Submit ADT transcript:

MTC Clock Hour Program	CF College Courses	College Credits
A - HIM0009 Introduction to Health Information Technology B - HIM0091 Medical Coder/Biller I HIM0092 Medical Coder/Biller II HIM0093 Medical Coder/Biller III	HIM 1800 Introduction to Health Information Technology HIM 2201 Comparative Health Records HSC 2531 Medical Terminology HIM 2442 Pharmacology for HIM Professionals HIM 1430 Concepts of Disease BSC 2085 Human Anatomy and Physiology I BSC 2085L Human Anatomy and Physiology I Lab HIM 2253 CPT Coding HIM 2722 ICD 10 CM Coding HIM 2260 Medical Billing and Reimbursement	

D. *College Credit through Industry Certification:* Students who obtain the following Industry Certification(s) will be awarded credit for the postsecondary course(s) listed below:

Industry Certification	CF College Courses	College Credits
NA	NA	

Representatives of CF's Career and Technical Education (CTE) programs will review, at least annually, the content of the career certificate program, as specified in this Agreement, to ensure standardization and attainment of goals.

II. General Provisions

Comprehensive College Examination and Industry Certification: To receive college credit, students must meet the following criteria:

- A. Successfully complete an the Medical Coder/Biller ATD program and submit transcripts.
- B. If the credit(s) for the articulated course(s) meet A.S. degree requirements, they will be applied toward the A.S. degree. Students will not be officially admitted to CF until all required admissions criteria have been met.

III. Sharing of Data

CF and The School Board of Marion County/MTC, Florida agree to share student educational data under conditions consistent with the Family Educational Rights and Privacy Act (FERPA). Either party may initiate requests to share data if it has a legitimate educational interest in the data. The shared information shall be used solely to benefit the Career Pathways program and students by facilitating access to and increasing educational opportunities at both institutions. Each institution will be deemed a school official of the other for purposes of this Agreement. CF will provide information about the sharing of data in its annual notification to students.

Appendix E
Career Pathways Articulation Agreement Between
The College of Central Florida
and The School Board of Marion County, Florida/ MTC

In a continuing effort to provide opportunities for career certificate program students in the Business Management program to transition into The College of Central Florida’s (CF) postsecondary programs listed below, CF agrees to award college credit to eligible Marion County students according to the criteria delineated below. These clock hours may or may not be accepted for transfer credit by other institutions.

Career Certificate Program

Technology Support Services

Postsecondary Program

Computer Information Technology, A.S.

Marion County

Marion Technical College

College

The College of Central Florida

I. Articulated Courses and College Credit

CF agrees to award college credit hours or admission points to the career certificate programs listed above upon demonstration of mastery of competencies in the courses below either through Career Pathways College Credit Assessment or through Industry Certification/Licensure.

A. *College Credit through Career Pathways College Credit Assessment:* Career certificate program completers must demonstrate mastery through a comprehensive exam, portfolio or programmatic required documents before assessment will be made to award the CF credit hours and/or admission points:

MTC Clock Hour Program	CF College Courses	College Credits
CTS0059 Technology Support Specialist	CET 1171 Introduction to Computer Technology (3) CGS 2557 Internet Technology (3)	3 to 6

B. *College Credit through Industry Certification:* Students who obtain the following Industry Certification(s) will be awarded credit for the postsecondary course(s) listed below:

Industry Certification	CF College Courses	College Credits
COMPT 001 CompTIA A+ COMPT 006 CompTIA Network+ COMPT 008 Security+	COMPT 001 CompTIA A+ CET 1278 A+ Fundamentals (3) CET 2180 Practical PC Technician(3) COMPT 006 CompTIA Network+ CTS 2134 Networking Fundamentals (3) COMPT Security + CTS Security Fundamentals (3)	3 to 9

Edited 7/3/2019

Representatives of CF's Career and Technical Education (CTE) programs will review, at least annually, the content of the career certificate program, as specified in this Agreement, to ensure standardization and attainment of goals.

II. General Provisions

Comprehensive College Examination and Industry Certification: To receive college credit, students must meet the following criteria:

- A. Successfully complete a career certificate program.
- B. Pass the college comprehensive examination(s) approved by the CTE programs coordinator or obtain the Industry Certificate(s) as listed or provide required portfolio documents. Copies of said Industry Certificates must be provided to CF.

Students who choose to be exempted from all or part of the examination requirements by Industry Certification will receive credit by experience for the class in question if all other requirements are met.

- C. Students who score a minimum of eighty percent (80%) on the comprehensive institutional examination, or obtain the Industry Certification(s) as listed, will be awarded a grade of "S" which will not factor into the student's CF grade point average. A permanent college transcript will be generated. The exam results or proof of Industry Certification will be reported to the Career Pathways coordinators at CF.
- D. If the credit(s) for the articulated course(s) meet A.S. degree requirements, they will be applied toward the A.S. degree. Students will not be officially admitted to CF until all required admissions criteria have been met.

III. Sharing of Data

CF and The School Board of Marion County/MTC, Florida agree to share student educational data under conditions consistent with the Family Educational Rights and Privacy Act (FERPA). Either party may initiate requests to share data if it has a legitimate educational interest in the data. The shared information shall be used solely to benefit the Career Pathways program and students by facilitating access to and increasing educational opportunities at both institutions. Each institution will be deemed a school official of the other for purposes of this Agreement. CF will provide information about the sharing of data in its annual notification to students.

COLLEGE OF CENTRAL FLORIDA

12

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Budget Priorities for 2020-2021

INITIATOR: James D. Henningsen, Ed.D.
President

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

Each year the Board establishes global budget priorities for the coming fiscal year. These priorities provide guidance for the budget process, which will begin in January.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the Budget Priorities for 2020-2021.

COLLEGE OF CENTRAL FLORIDA BUDGET PRIORITIES FOR 2019-2020

General

The budget for the college is directly related to the Mission, Vision and Strategic Plan. The priorities outlined here are general priorities to provide additional guidance to the annual budgeting process.

A. Fiscal Management

- Maintain a reserve and unencumbered fund balance of at least 5 percent.
- Conservatively budget projected revenue.
- Budget for anticipated increases in fixed costs.
- Continue a budget stabilization reserve to address budget changes resulting from economic instability.

B. Personnel Administration

- Address identified salary inequities.
- Improve full-time faculty, adjunct and staff compensation.
- Conduct market pricing analysis and fund indicated discrepancies, if funds are available.

C. College Operations

- Align services, programs and activities with the mission of the college and eliminate those that are not relevant or that are no longer deemed necessary.
- Add positions strategically and with offsetting staff reductions, if possible; only the addition of the most critical faculty and staff will be considered.
- Fund selected new initiatives that support the college vision and that address college priorities for continuous improvement.

D. Equipment

- Fund instructional equipment to improve student learning.
- Fund the Technology Plan, to the extent possible, with an emphasis on instructional needs, disaster recovery needs, and refresh strategies.
- Fund general equipment, to the extent possible, to increase effectiveness or to maintain/exceed safety standards.

E. Remodeling/Renovation/Construction

- Address safety-to-life issues and improve the learning and work environment.
- Address highest priority renovation and remodeling needs in the Capital Improvement Plan.

COLLEGE OF CENTRAL FLORIDA BUDGET PRIORITIES FOR 2020-2021

General

The budget for the college is directly related to the Mission, Vision and Strategic Plan. The priorities outlined here are general priorities to provide additional guidance to the annual budgeting process.

A. Fiscal Management

- Maintain a reserve and unencumbered fund balance of at least 5 percent.
- Conservatively budget projected revenue.
- Budget for anticipated increases in fixed costs.
- Continue a budget stabilization reserve to address budget changes resulting from economic instability.

B. Personnel Administration

- Address identified salary inequities.
- Improve full-time faculty, adjunct and staff compensation.
- Conduct market pricing analysis and fund indicated discrepancies, if funds are available.

C. College Operations

- Align services, programs and activities with the mission of the college and eliminate those that are not relevant or that are no longer deemed necessary.
- Add positions strategically and with offsetting staff reductions, if possible; only the addition of the most critical faculty and staff will be considered.
- Fund selected new initiatives that support the college vision and that address college priorities for continuous improvement.

D. Equipment

- Fund instructional equipment to improve student learning.
- Fund the Technology Plan, to the extent possible, with an emphasis on instructional needs, disaster recovery needs, and refresh strategies.
- Fund general equipment, to the extent possible, to increase effectiveness or to maintain/exceed safety standards.

E. Remodeling/Renovation/Construction

- Address safety-to-life issues and improve the learning and work environment.
- Address highest priority renovation and remodeling needs in the Capital Improvement Plan.

COLLEGE OF CENTRAL FLORIDA BUDGET PRIORITIES FOR 20~~2019~~-20~~2120~~

General

The budget for the college is directly related to the Mission, Vision and Strategic Plan. The priorities outlined here are general priorities to provide additional guidance to the annual budgeting process.

A. Fiscal Management

- Maintain a reserve and unencumbered fund balance of at least 5 percent.
- Conservatively budget projected revenue.
- Budget for anticipated increases in fixed costs.
- Continue a budget stabilization reserve to address budget changes resulting from economic instability.

B. Personnel Administration

- Address identified salary inequities.
- Improve full-time faculty, adjunct and staff compensation.
- Conduct market pricing analysis and fund indicated discrepancies, if funds are available.

C. College Operations

- Align services, programs and activities with the mission of the college and eliminate those that are not relevant or that are no longer deemed necessary.
- Add positions strategically and with offsetting staff reductions, if possible; only the addition of the most critical faculty and staff will be considered.
- Fund selected new initiatives that support the college vision and that address college priorities for continuous improvement.

D. Equipment

- Fund instructional equipment to improve student learning.
- Fund the Technology Plan, to the extent possible, with an emphasis on instructional needs, disaster recovery needs, and refresh strategies.
- Fund general equipment, to the extent possible, to increase effectiveness or to maintain/exceed safety standards.

E. Remodeling/Renovation/Construction

- Address safety-to-life issues and improve the learning and work environment.
- Address highest priority renovation and remodeling needs in the Capital Improvement Plan.

COLLEGE OF CENTRAL FLORIDA

13

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: College of Central Florida Foundation Inc. 2020 Financial Memorandum of Understanding

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: November 26, 2019

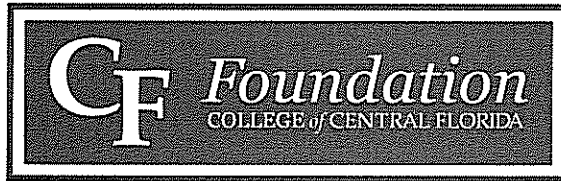
OBJECTIVE AND PERTINENT FACTS:

Florida Statute 1004.70(1)(a) provides that the College of Central Florida Foundation, Inc., a direct support organization (DSO) of the College of Central Florida, is organized and operated exclusively to receive, hold, invest, and administer property and to make expenditures to, or for the benefit of the College. Additionally, Florida Statute 1004.70(3) authorizes the College's District Board of Trustees to permit the use of College property, facilities, and personal services by the CF Foundation, and to prescribe by rule any conditions with which a DSO must comply for such use. On January 28, 2015 an agreement to formalize the relationship between the College and the Foundation was executed by both corresponding Boards which included an attachment detailing College property, facility, and personal services use and resources provided by both parties in accordance and as authorized with the Florida Statutes referenced above.


While the College and CF Foundation are fully compliant with requirements under Florida law, in order to promote the accountability over property, facility, and personal services use, College administration requests that the Board approve the attached Financial Memorandum of Understanding between the College and the CF Foundation documenting the CF Foundation's anticipated use of College resources including the employee positions providing personal services, the office space and related buildings and property used by both parties, and the estimated value of both the College's and CF Foundation's resources provided.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the Financial Memorandum of Understanding and authorize the Board Chair to sign the Memorandum on behalf of the Board.



TO: F. Joseph Mazur, III
Vice President of Administration and Finance, College of Central Florida

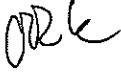
FROM: Christopher R. Knife 
Executive Director, CF Foundation

RE: Use of College Resources

DATE: November 12, 2019

The purpose of this memorandum is to certify that College resources provided to the College of Central Florida Foundation, Inc. for fiscal year 2019-2020 were used only for Board-approved purposes approved by the Board of Trustees. As detailed in the Financial Memo of Understanding dated January 11, 2019, approved resources include both direct payroll support and indirect support.

Financial Memo of Understanding For Internal Use Only

DATE: November 12, 2019
TO: Joe Mazur
FROM: Christopher R. Knife 
SUBJECT: College Support of CF Foundation, January - December, 2020

The purpose of this memorandum is to describe the financial relationship between the College and CF Foundation for the Foundation's 2020 calendar year. In full accordance with Florida Statute 1004.70(3)(a), the College provides both direct and indirect support to the CF Foundation. The Foundation provides both direct and indirect support to the College. The following positions provide services to both the College and the CF Foundation. This mutual support is described in the following paragraphs.

DIRECT PAYROLL SUPPORT (2020)

The College pays the salaries and benefits for the following positions. These positions provide services to both the Foundation and College.

Position	Employee	College Support
Chief Fiscal Officer	Dawn Gonsalves	100%
Accountant III	Ana Keller	100%
Foundation Scholarship Accounting Specialist	Stacey Melancon	100%
Accounting Specialist III	Norma Tellez	100%
Executive Administrative Assistant	Linda Stickney	100%
Coordinator, Resource Development (Annual Fund & Alumni Affairs)	Elvie Tyler	11.7%
TOTAL		\$291,921*

*Salary amount (based on 2019-2020 salary amounts plus a 4% recurring increase) includes fringe benefits (retirement, Social Security, Medicare, health and life insurance, if applicable).

DIRECT BUDGET ALLOCATION 2020

The Foundation's 2020 operations budget is \$2,485,396. Of that amount, approximately 87% is provided by the Foundation and 13% by the College.

THE APPLETON MUSEUM OF ART

The College has agreed to fund \$20,000 annually to cover the cost of insurance for the artwork at the Appleton Museum of Art. Any cost over that amount is the Foundation's responsibility.

The Appleton and Foundation databases have been successfully merged. The College has agreed to pay ½ of the cost of the Raiser's Edge software and any related modules. The Foundation's Database Manager continues to provide staff training and Raiser's Edge database services on the shared Blackbaud development software for the Appleton employees on an as-needed basis.

The Foundation will receive a 1.85% reinvestment fee on active endowments, however, there are no fees assessed on the Arthur Appleton and Edith Marie Appleton endowments.

It should be noted the College has an operational agreement with the Appleton family that guides the relationship between the College, the Appleton Museum of Art, and the Appleton family endowments. It is understood that the Foundation does not have management of the Appleton Endowments until the end of the operational agreement in 2035. In 2017, an agreement was made to fund the Appleton operating budget from the endowment due to the cut in state funding of the Appleton. During 2019, partial funding of the Appleton Museum of Art was reinstated by the State of Florida, leaving a residual shortfall of \$500,000.

THE PROMISE FOR THE FUTURE CAMPAIGN

In early 2010, the campaign funds raised for the Promise for the Future Endowment were added to the core endowment account. The annual reinvestment fee allocated to the Promise for the Future Endowment is the same as that established annually by the Foundation's Board of Directors. Amounts distributed from the PFF Endowment Fund are approved by the College President. PFF earnings are for new program development and support. Since 2016, the PFF Endowment has distributed a total of \$3,463,134 to the College for new project start-ups that include the creation of the BSN program (2016), Radiography program (2017), maintenance equipment for the new Levy Campus (2017/2018), and the Paramedic to RN Bridge program (2019).

These funds have been used predominantly to start high demand programs in order to meet health industry needs in the community.

COLLEGE SQUARE AGREEMENT

The College made an official request to the Foundation to provide a residential housing facility. Key to this arrangement was an agreement between the College and Foundation made in 1994, in which the College agreed to provide annual funding to make up shortfalls in revenue that prevent the Foundation from meeting the semi-annual mortgage loan and other financial obligations necessary to fund the student housing complex. The mortgage was paid in full by the Foundation on January 2, 2014.

The College and Foundation amended the 1994 agreement to provide that the Foundation will repay the College any monies the College gave to the Foundation to meet financial shortfalls during the 20-year mortgage period. In October 2013, the Foundation Board approved an 11 year

agreement to repay the College \$100,000 for 10 years, and \$180,343 the 11th year, beginning December 2014.

Summary of Support Provided by the College for College Square

F/Y	AMOUNT	Cumulative
94-95	63,177	63,177
95-96	0	63,177
96-97	0	63,177
97-98	72,615	135,792
98-99	88,146	223,938
99-00	0	223,938
00-01	0	223,938
01-02	68,782	292,720
02-03	80,809	373,529
02-03	15,000	388,529
03-04	70,120	458,649
03-04	20,258	478,907
04-05	69,500	548,407
04-05	37,200	585,607
05-06	44,000	629,607
05-06	26,767	656,374
06-07	39,506	695,880
06-07	27,126	723,006
07-08	44,506	767,512
07-08	31,700	799,212
08-09	29,629	828,841
08-09	32,011	860,852
09-10	74,274	935,126
09-10	54,418	989,544
10-11	73,443	1,062,987
10-11	20,349	1,083,336
11-12	47,255	1,130,591
11-12	14,042	1,144,633
12-13	35,710	1,180,343

ENTERPRISE CENTER AGREEMENT

The College made an official request to the Foundation to construct, finance and operate a facility (The Enterprise Center) that provides office space for area non-profit and government entities involved with workforce training, job development, and corporate training programs.

An agreement between the College and Foundation provides a 60-year land lease on which to build the facility and parking area, and the Foundation provided the funding to construct the facility. The Foundation agreed to have the actual construction of the facility folded under the construction being done concurrently with the Ewers Century Center.

The Foundation agreed to provide monthly pass-through funds from their tenants to pay the College for all utilities, custodial services, maintenance, and security services provided by the College. The College has also rented a portion of The Enterprise Center space for The Talent Center offices and pays the same monthly fees as the other tenants. These tenant fees are used to pay off the 20-year loan and other financial obligations for which the Foundation is responsible.

The Enterprise Center currently has several vacancies on the first floor, and is actively looking for tenants to replenish revenue shortfalls.

The Public Policy Institute, Inc. moved from the College, Building 1, to the Enterprise Center, in order for the CF Grants Department to occupy Building 1 space. PPI occupies one office and common areas for lobby/reception area, kitchen/break room, filing/work area and restrooms totaling a square footage allocation of 219 sq. ft. The current cost to lease this space is \$19.50 per square foot (\$4,270.50); however, it is made available to PPI/the College at no cost.

FUNDRAISING EVENTS: NIGHT AT THE FARM

The College provides significant support for this event. The Night at the Farm event provides community and on-campus visibility and scholarship funds for tuition and FTE income for general budget use. The event has historically been held at facilities located on the Ocala college campus, but during 2019, the event was moved to the Vintage Farm campus of CF in Ocala.

INDIRECT SUPPORT 2020

It is impossible to quantify the actual dollar amount of indirect support provided for Foundation activities. Much of the support is the same as provided all other departments and divisions of the College. The College supports the Foundation in the following ways:

- Postage — Regular mail (the Foundation pays for bulk mail and Federal Express)
- Telephone (access to phone systems, long distance, FAX lines)
- Security for routine activities
- General administrative activities (Human Resources, Payroll, Business Offices, Staff Services (mail deliveries and copying services), computer services support
- Public relations and marketing support
- Computer support for purchase orders, general student look-up information, personnel reporting and some budgeting (Development, accounting and finance, and fund-raising service software costs are provided by Foundation)

The Foundation provides its own office space. The Foundation pays the College for use of utilities (electricity, water, wastewater, and trash pick-up), insurance (such as liability, worker's compensation, and employee bonds), grounds care, custodial services, and maintenance of the building and systems.

FOUNDATION PAYROLL EXPENSE (January-June 2020)

The following positions will be paid by the Foundation through the College's payroll system. The payroll service is provided without cost to the Foundation. In addition to direct payroll expense, the College serves as employer of record for these Foundation employees. Employment records are maintained in the Human Resources Department and benefits are identical with those provided to all College employees.

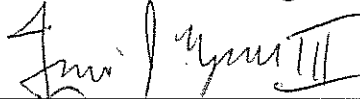
Position	Employee	Foundation Expense
Executive Director	Christopher R. Knife	100%
Director of Development	Traci Mason	100%
Database Manager	Stephanie Baracskey	100%
Donor Relations Specialist	Diana Scott	100%
Coordinator, Resource Development (Annual Fund & Alumni Affairs)	Elvie Tyler	88.3%
Staff Assistant III (Part-time)	Kathy Hall	100%
Volunteer Coordinator	Vacant-no plans to fill in 2020	
TOTAL SALARIES & BENEFITS		\$357,455*

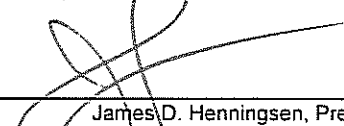
*Salary amount (based on 2019-2020 salary amounts plus a 4% recurring increase) includes fringe benefits (retirement, Social Security, Medicare, health and life insurance, if applicable).

This summary agreement is discussed and reviewed annually, and changed accordingly by the Foundation and College.

cc: *Executive Administrative Assistant for preparing budget change request form*
A/P for payment processing
Accountant III for recurring journal entry

District Board of Trustees of College of Central Florida

By:  Date: 11-14-19
 F. Joseph Mazur III, Vice President of Administration and Finance

By:  Date: 11/19/19
 James D. Henningsen, President

By: _____ Date: _____
 Joyce Brancato, Board Chair

COLLEGE OF CENTRAL FLORIDA

14

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: The School Board of Citrus County Memorandum of Understanding for EMT Training

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

This memorandum of understanding is between the District Board of Trustees of College of Central Florida and The School Board of Citrus County to implement the activities associated with the Emergency Medical Training (EMT) training at Crystal River High School (CRHS) for the fiscal year starting July 1, 2019 and ending June 30, 2020.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the agreement with The School Board of Citrus County and authorize the Board Chair to sign.

Memorandum of Understanding

Between THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and THE SCHOOL BOARD OF CITRUS COUNTY FLORIDA hereinafter referred to as the CCSBSB.

Purpose: The purpose of this agreement is to establish a cooperative partnership between the COLLEGE and The School Board of Citrus County, Florida (CCSB) for the conduct of Emergency Medical Technician (EMT) training at Crystal River High School (CRHS).

Statement of Agreement: Whereas, CCSB has articulated a need for attendees at Crystal River High School to receive EMT training, and the COLLEGE possesses the necessary status to provide this training. CCSB agrees to provide the COLLEGE with the necessary facilities to conduct EMT at the CRHS and the COLLEGE agrees to provide EMT training at the CRHS.

Management: The COLLEGE will continue to manage and administer the EMT Program and provide the instructors. The COLLEGE shall retain the right to replace the instructor at any time with an alternative instructor for unsatisfactory performance, State of Florida Paramedic licensure suspension/revocation, or other disciplinary actions.

Instruction: Instruction will take place at the CRHS campus. The COLLEGE will furnish the instructor with text books and equipment necessary for the instruction of EMT students. The instructor shall be responsible for instruction in the approved EMS---EMT curriculum outlined in the COLLEGE catalog. The students shall have any and all privileges as those of other students of the COLLEGE. CCSB agrees to provide access to CRHS prior to the beginning of classes for purposes of legally required State inspection prior to the beginning of classes. CCSB agrees to supply storage space adequate to store required equipment for the conduct of the course, as well as space for conduct of labs and lecture during the course. This access must include at least the minimum hours required by the program, including 120 hours of didactic, 96 hours of psychomotor lab, and 84 hours of clinicals. Clinical hours are conducted at area hospitals and EMS providers throughout Citrus, Marion and Levy Counties. The student will be responsible for transportation to and from these clinicals. The students will be required to apply to and be admitted to the COLLEGE, as well as to the EMT program using the established admissions procedures and requirements for the current COLLEGE EMT program.

CCSB understands that in order to receive a passing grade in the class and be eligible to take the industry certification course that the students must meet all of the requirements of the CF EMT program including meeting CF's behavioral standards, attendance requirements, classroom, lab, and clinical requirements.

Program Costs: CCSB agrees to pay the cost of instruction, namely for a class of up to 12 students; CCSB agrees to pay \$8,400. For a class from 13 to 18 students CCSB agrees to pay \$11,000 For a class of 18 to 24 students CCSB agrees to pay \$13,600. To be billed by the College after the College's add/drop registration period and remitted by CCSB regardless of whether or not the student receives a passing grade in the class.

The COLLEGE waives the lab fees for these students. CCSB agrees to provide the students with text books (See attachment 1), and State Approved CPR certification.

Students' parent or guardian will be required to pay for pre-admission expenses, including: Wonderlic testing and Federal Background check. (See attachment 1);

Students' parent or guardian will be required to pay the following after admission, but prior to the beginning of classes:

Physical Exam (See exam form, attachment 2), Immunizations (see immunization form, attachment 3),

Substance Screening, Student Clinical Background Check, and Clinical Compliance Tracker. (See estimated costs, attachment 1);

Students' parent or guardian will be required to provide each student with the required uniform (see attachment 1).

Terms of Agreement: This agreement shall begin on July 1st, 2019 and end on June 30th, 2020 or until either party gives the other party not less than 30 days advanced written notice of its intent to cancel or withdraw from this agreement, with or without cause.

APPROVED: THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA

By: _____ Date: _____
Name
Title

APPROVED: THE DISTRICT BOARD OF TRUSTEES,
COLLEGE OF CENTRAL FLORIDA

By: _____ Date: December 4, 2019
Joyce Brancato
Board Chair

Attachment 1: Estimated expenses

Fall 2019

Costs are estimates. Some of these costs are outside the control of the COLLEGE and may change

Text Books:

Emergency Care w/ Workbook and Access code. ISBN 9780134191324: (MSRP)	\$261.85
EMS 1119L Program Lab Skills Book: ISBN 2818440009778:	\$ 12.60
EMS 1431: EMT Hospital/Field Experience. ISBN: 2818440001888:	\$ 6.65

Wonderlic Testing: \$15

Federal Criminal Background Check: \$55

Cost due following after admission, but prior to the beginning of classes:

Physical Exam (Attachment 1): \$50

Immunizations: Varies depending on student history (Attachment 2).

Substance Screening: \$29

Student Background Check, Clinical: \$40

Clinical Compliance Tracker: \$30

Uniforms:

CF EMS T-Shirt for Class: 2@ \$12.95

CF EMS polo Shirt for clinicals: 1@ \$17.95

Uniform pants: Navy or Black: Cost Varies

All black shoes: Cost Varies

Wrist watch with second hand: Cost Varies

Stethoscope: Cost Varies

Attachment 1: Health Form

College of Central Florida Health Sciences Division
Student Health History Form

Student **Name:** _____ CF ID: _____
(please print)

Phone: _____

Date of **Birth:** _____ Semester /Year: _____

Health Sciences Program: _____

This form is to be completed by the student, signed, and dated and submitted to the Health Sciences office as indicated in acceptance letter.

Medical History

Have you ever had or have the following? (Please circle yes or no)

Diabetes: Yes / No (If yes) current treatment _____	High Blood Pressure: Yes / No (If yes) current treatment _____
Seizure Disorder: Yes / No (If yes) current treatment _____	Back Trouble: Yes / No (If yes) current treatment _____
Heart Disease: Yes / No (If yes) current treatment _____	Allergies: Yes / No (If yes) current treatment _____

Performance Requirements for Health Sciences Students:

Health Sciences program applicants should possess sufficient physical, intellectual, emotional, and interpersonal skills to provide for safe and effective patient care. Examples of performance requirements are listed below.

Physical abilities

Applicants must have sufficient, gross and fine motor skills to:

- Move from room to room and walk in hallways maneuver in small spaces
- Lift patients as needed (a minimum of 125 lbs. for EMS programs and a minimum of 50 lbs. for all other health science programs)
- Grip, reach above shoulder level, bend at the knee, squat, stoop, and crawl
- Sit or stand for prolonged periods of time
- perform CPR
- Perform safe and effective care
- provide healthcare intervention
- manipulate small objects dexterously

Applicants must have sufficient tactile, auditory and visual abilities to:

- Perform physical assessment necessary in healthcare
- auscultate blood pressure, breath, heart and bowel sounds
- Hear alarms and call bells on units
- Converse with patients and staff on phone and in person

Intellectual abilities

Critical thinking sufficient for clinical judgment
prioritize and make rapid decisions under pressure
problem solve

Emotional abilities

Cope with a high level of stress
Cope with anger, fear, hostility, or confrontation in a calm manner
Concentrate
Be flexible and self-directed
demonstrate a high degree of patience
Work with families/individuals stressed by the condition of patient
Work with other healthcare providers in stressful Situations in a professional manner

Interpersonal abilities

Communicate clearly and correctly in writing and verbally
Abilities sufficient to interact with individuals, families and groups from a variety of social, emotional, cultural, and intellectual backgrounds

I am aware of the requirements listed above, and to the best of my knowledge, I am capable of complete participation in the health science program I am applying to. I certify that all of the information provided by me is accurate and complete.

Student Signature _____

Date _____

College of Central Florida Health Sciences Division
Physical Examination Form

Student Name: _____ CFID: _____ Phone: _____
(please print)
Date of Birth: _____ Semester /Year: _____ Health Sciences Program: _____

IMPORTANT: Your physical must be completed by MD, DO, ARNP, or PA and is valid for one year from date of provider's signature (Chiropractor not accepted). The healthcare provider's physical examination form must be attached to this Health Form. Students are required to keep copies of all documents submitted. Submit this form to the Health Sciences office as indicated in acceptance letter.

a) Is there any significant medical history or condition that could affect functioning as a Health Sciences student, including interaction with patients and staff in clinical settings?

Yes No If yes, please explain: _____

b) Is this individual currently taking any medication that could affect functioning as a Health Sciences student, including interaction with patients and staff in clinical settings?

Yes No If yes, please explain: _____

Healthcare Provider Assessment

I, _____ ' certify **that** _____
(print name) (student name)

has been examined by me on this date: _____, _____, _____ and is found to be in good physical and mental health and appears able to undertake all aspects of the Health Sciences program.

Healthcare Provider Signature

(If possible please use official healthcare provider office stamp)

Healthcare Provider License Number: _____

Healthcare Provider Address / Phone:

Street City State Zip

Phone

Attachment 2: Immunization form:
College of Central Florida Health Sciences Division
Student Immunization Record

Student Name: _____ CF ID: _____ **Phone:** _____
(Please print)

Date of **Birth:** _____ Semester / Year: _____ Health Sciences Program: _____

Tests and Immunizations:

The following immunizations and/or tests are required for students enrolled in Health Sciences programs at the College of Central Florida. It is the student's responsibility to be sure these immunizations remain current during the course of the program. Students with any immunizations that are not kept current while in the program will not be allowed to participate in clinical rotations which may result in clinical failure. Students are required to keep copies of all documents submitted. This form is to be submitted to the Health Sciences office as indicated in acceptance letter.

Complete and ATTACH documentation for all required immunizations and/or titer lab reports listed below.

Mandatory Screening:

TB: Student must show proof of one of the following tests for TB: (good for one year)

- **PPD (must be read within 48 to 72 hours)** Date given _____ Date read _____ Result: _____
- **Quantiferon-TB Gold test (QFT-GIT)** Date of test _____ Result: _____ submit copy of lab report
- **T-Spot TB Test** Date of test _____ Result: _____ submit copy of lab report

(or)

For any positive results above, students are required to show proof of a negative Chest X-ray

Chest X-ray (date taken) _____ Results of Chest X-ray _____ submit copy of Chest X-ray report
(Chest X-ray is good for two years)

Required Immunizations/Titers:

The division of Health Sciences at the College of Central Florida strongly recommends that students have the immunizations listed below. Students who refuse the required immunizations must sign a Declination form. Declination forms are available in Health Sciences offices of Buildings 16, 19, and 35.

Tdap: Tetanus, Diphtheria, and Pertussis vaccine (required once in adolescent/adult years) **(DTaP not accepted)**
Date of immunization _____

TD: Tetanus/Diphtheria (required every ten years after Tdap received)
Date of immunization _____ Results _____

MMR: Measles, Mumps, Rubella (documentation of two in lifetime)
Date(s) of immunizations: Dose #1 _____ Dose #2 _____
(or) Date of Titer: _____ Results _____
All titers must include a lab report showing proof of immunity

Chicken Pox: Dates of Varicella Immunization: Dose #1 _____ Dose #2 _____ (Documentation of two in lifetime)
(Or) Date of Titer: _____ Results: _____
All titers must include a lab report showing proof of immunity

Flu vaccine: Date of Immunization: _____ (one annually at flu season)

HEP B: Date of Immunization: Dose# 1: (due by program start date)
(three doses required, or, dose# 2: (given at least one month after 1st dose) _____
series in process) dose# 3: (given at least 2 months after 2"d dose) _____
(Or) Date of Titer: _____ Results: _____ All titers must include a lab report

I have attached documentation for all immunizations, titers and/or Declination Form

Student Signature

Date

**COLLEGE OF CENTRAL
FLORIDA HEALTH
SCIENCES DIVISION
DECLINATION of IMMUNIZATIONS
FORM**

MANDATORY SCREENING: All Health Sciences students must have a TB screening in order to attend the clinical portion of the program. Declination of TB screening is not an option.

TB (good for one year): Student must submit date of test, date result read, and negative result of **one** of the following tests:

- PPD
- Quantiferon-TB Gold test (QFT-GIT)
- T-Spot TB Test

For any positive results, students are required to show proof of a negative chest x-ray within the last two years. Proof of TB screening must be provided with the Student Immunization Record.

***** The division of Health Sciences at the College of Central Florida strongly recommends that students have the immunizations listed below. Students who refuse any of these immunizations must check which one(s) they are declining, sign, and date this form and submit to the Health Sciences office as indicated in acceptance letter with the Student Immunization Record.

_____ **Tdap:** Tetanus, Diphtheria, and Pertussis

TO: Tetanus/Diphtheria

MMR: Measles, Mumps, Rubella

Chicken Pox: Varicella

Flu vaccine: Seasonal influenza

HEP B: Hepatitis B

I understand that by refusing immunizations, as a CF Health Sciences student, I am at risk of acquiring any of the above diseases. Since most clinical agencies require these immunizations, declining these immunizations may cause a clinical agency to deny me a clinical experience, which would result in my unsuccessful completion of the clinical requirements of the Health Sciences program. I hereby release CF and its trustees, employees and agents from any claims, causes or action, costs or expenses arising after this date from the diseases listed above.

Student Signature: _____ Date: _____ Print Name: _____

Witness Signature: _____ Date: _____ Print Name: _____

Reason for Refusal

Revised 10.28.14

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL
FLORIDA
AND
THE SCHOOL BOARD OF CITRUS COUNTY**

This Addendum (“Addendum”) supplements and modifies that certain MEMORANDUM OF UNDERSTANDING (“MOU”) by and between THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA (“CCF”) and THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA (“BOARD”), dated December 4, 2019. It is the intent of the parties that this Addendum shall control as to any conflicting terms or conditions set forth in the Agreement.

1. **Student Records.** Notwithstanding any provision to the contrary contained in the Agreement, CCF and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of § 1002.22, Fla. Stat., FERPA or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, CCF, for itself and its officers, employees, agents, representatives, contractors, and sub-contractors, shall fully indemnify and hold The School Board of Citrus County, Florida and its officers and employees harmless for any violation of this covenant, including but not limited to defending The School Board of Citrus County, Florida and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon The School Board of Citrus County, Florida, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon The School Board of Citrus County, Florida arising out of the breach of this covenant by CCF, or an officer, employee, agent, representative, contractors, and sub-contractors of CCF to the extent and only to the extent that the CCF or an officer, employee, agent, representative, contractors, and sub-contractors of CCF shall either intentionally or negligently violate the provisions of this covenant or § 1002.22, Fla. Stats. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon CCF until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

2. BOARD and CCF acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The BOARD and CCF agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

3. **LEVEL II BACKGROUND SCREENING:** CCF represents and warrants to the School Board that CCF has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations and that all Instructors shall be Level II background screened. CCF covenants to comply with all requirements of the above cited statutes and shall provide School Board with proof of compliance upon request. CCF agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the CCF's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468.

4. **PUBLIC RECORDS NOTICE (MUST BE IN 14 POINT BOLD TYPE)**

IF CCF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CCF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: BLAIRL@CITRUS.K12.FL.US AND PUBRICRECORD@CITRUSSCHOOLS.ORG; TELEPHONE NUMBER: 352-726-1931 ext. 2211, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

CCF is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

a. Keep and maintain public records required by the School Board to perform the service.

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if CCF does not transfer the records to the School Board.

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of CCF or keep and maintain public records required by the School Board to perform the service. If CCF transfers all public records to the School Board upon completion of the contract, CCF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CCF keeps and maintains public records upon completion of the contract, CCF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

e. The failure of the CCF to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

BOARD:

District Board of Trustees of College of Central Florida:

Thomas Kennedy, Chairperson

By: Joyce Brancato

Date: _____

Date: December 4, 2019

Title: Chair

COLLEGE OF CENTRAL FLORIDA

15

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Board Policies/Actions

INITIATOR: James Henningsen, Ed.D

DATE: November 26, 2019

BACKGROUND AND PERTINENT FACTS (including Objective):

Attached are the following revised and new Board policies presented for a first reading:

- (1) 3.13 Signatures (revision)
- (2) 3.30 Hazing (new policy)

Proposed additions to the revised policy are underlined and deletions are shown with a ~~strikethrough~~. A copy of the policy as it will appear following approval is attached.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees acknowledges the revised and new policies as first reading items and authorizes advertisement of a public hearing.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: SIGNATURES	Number: 3.13	Page: 1 of 1
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 116.34, <u>668.006, 668.50</u> <u>“Uniform Electronic Transaction Act.”</u>	Board Adoption/Revision Approval Dates: 9/3/80, 10/19/88, 3/17/99, 10/22/02, <u>First Reading 12/4/19</u>	

The District Board of Trustees authorizes the Board Chair and the College President and/or their designees, to use facsimile or electronic signatures with the same legal effect as a manual signature in accordance with Florida Statutes.

All personnel contracts require the signatures of the College President and the Board Chair. The Chair's facsimile signature, in the custody of the President, may be used on these documents.

All checks shall be ~~pre-numbered and~~ signed by two persons authorized by the District Board, one of whom shall be the President. Facsimile signatures may be used for these depository withdrawals. ~~The signature machine shall be in the custody of and controlled by the Chief Fiscal Officer.~~

Authorized College representatives shall file certified copies of their manual signature with the Office of the Secretary of State prior to using facsimiles.

The employee's name as it appears on his or her contract or appointment form will be considered his or her legal name. College employees will affix their signatures or initials which accurately represent their legal names on all official College correspondence requiring signatures. This applies to reports, receipts, and all other documents requiring signatures of employees.

Improper use of a signature regardless of form by an employee of the college will be handled under the college's employee discipline policies and procedures up to and including termination from the college. Depending upon the nature of the improper signature use, the employee could be held personally liable and face additional civil or criminal penalties.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: SIGNATURES	Number: 3.13	Page: 1 of 1
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 116.34, 668.006, 668.50 “Uniform Electronic Transaction Act.”	Board Adoption/Revision Approval Dates: 9/3/80, 10/19/88, 3/17/99, 10/22/02, First Reading 12/4/19	

The District Board of Trustees authorizes the Board Chair and the College President and/or their designees, to use facsimile or electronic signatures with the same legal effect as a manual signature in accordance with Florida Statutes.

All personnel contracts require the signatures of the College President and the Board Chair. The Chair's facsimile signature, in the custody of the President, may be used on these documents.

All checks shall be signed by two persons authorized by the District Board, one of whom shall be the President. Facsimile signatures may be used for these depository withdrawals.

Authorized College representatives shall file certified copies of their manual signature with the Office of the Secretary of State prior to using facsimiles.

The employee's name as it appears on his or her contract or appointment form will be considered his or her legal name. College employees will affix their signatures or initials which accurately represent their legal names on all official College correspondence requiring signatures. This applies to reports, receipts, and all other documents requiring signatures of employees.

Improper use of a signature regardless of form by an employee of the college will be handled under the college's employee discipline policies and procedures up to and including termination from the college. Depending upon the nature of the improper signature use, the employee could be held personally liable and face additional civil or criminal penalties.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: HAZING	Number: 3.30	Page: 1 of 2
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 1006.63, 1001.64	Board Adoption/Revision Approval Dates:	

The Board of Trustees wishes to protect students and promote fair and safe participation in all college activities and clubs.

Policy Statement:

1. Hazing is prohibited by the College of Central Florida (“College”) pursuant to Section 1006.63, Florida Statutes. All organizations and individuals are prohibited from engaging in any form of hazing, whether such hazing occurs on or off campus. For purposes of this policy, *hazing* is defined to include any action or situation that recklessly or intentionally endangers the mental or physical health or safety of a student for purposes including but not limited to: (a) initiation or admission into, affiliation with, or the perpetration or furtherance of a tradition or ritual of any organization operating under the sanction of the College. Hazing includes, but is not limited to, pressuring or coercing a student into violating any state or federal law; any brutality of a physical nature, such as whipping, beating, branding, exposure to the elements, forced consumption of any food, liquor, drug, or other substance, or other forced physical activity which could adversely affect the physical health or safety of the student; or any activity which would subject the student to extreme mental stress, such as sleep deprivation, forced exclusion from social contact, forced conduct which could result in extreme embarrassment, or other forced activity which would adversely affect the mental health or dignity of the student. Hazing does not include customary athletic events or other similar contests or competitions or any activity conduct that furthers a legal and legitimate objective.

2. Penalties for violation of this policy shall be administered in accordance with the applicable College Policies, Administrative Procedures, and the Code of Student Conduct. Violations by students may warrant discipline including fines, withholding of diplomas or transcripts, probation, suspension or expulsion from the College, or revocation of admission or degree. Violations by employees may warrant disciplinary action including termination. In the case of a College-sanctioned organization which authorizes hazing, penalties may include rescission of permission for such organization to operate on campus property or to otherwise operate under the sanction of the institution. All penalties imposed under the authority of this subsection shall be in addition to any penalty imposed for violation of any of the criminal laws of this state or for violation of any other rule of the institution to which the violator may be subject.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title:	Number:	Page:
HAZING	3.30	2 of 2

3. It is not a defense to the charge of hazing that the consent of the victim had been obtained, the conduct or activity was not part of an official organizational event or was not otherwise sanctioned or approved by the organization, or the conduct or activity was not done as a condition of membership.
4. This policy shall be included in the Student Handbook available to each student enrolled in the institution and incorporated into the bylaws of each club or organization operating under the sanction of the College.

DRAFT



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: HAZING	Number: 3.30	Page: 1 of 2
	See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Legal Authority: Florida Statutes 1006.63, 1001.64	Board Adoption/Revision Approval Dates:	

The Board of Trustees wishes to protect students and promote fair and safe participation in all college activities and clubs.

Policy Statement:

1. Hazing is prohibited by the College of Central Florida (“College”) pursuant to Section 1006.63, Florida Statutes. All organizations and individuals are prohibited from engaging in any form of hazing, whether such hazing occurs on or off campus. For purposes of this policy, *hazing* is defined to include any action or situation that recklessly or intentionally endangers the mental or physical health or safety of a student for purposes including but not limited to: (a) initiation or admission into, affiliation with, or the perpetration or furtherance of a tradition or ritual of any organization operating under the sanction of the College. Hazing includes, but is not limited to, pressuring or coercing a student into violating any state or federal law; any brutality of a physical nature, such as whipping, beating, branding, exposure to the elements, forced consumption of any food, liquor, drug, or other substance, or other forced physical activity which could adversely affect the physical health or safety of the student; or any activity which would subject the student to extreme mental stress, such as sleep deprivation, forced exclusion from social contact, forced conduct which could result in extreme embarrassment, or other forced activity which would adversely affect the mental health or dignity of the student. Hazing does not include customary athletic events or other similar contests or competitions or any activity conduct that furthers a legal and legitimate objective.
2. Penalties for violation of this policy shall be administered in accordance with the applicable College Policies, Administrative Procedures, and the Code of Student Conduct. Violations by students may warrant discipline including fines, withholding of diplomas or transcripts, probation, suspension or expulsion from the College, or revocation of admission or degree. Violations by employees may warrant disciplinary action including termination. In the case of a College-sanctioned organization which authorizes hazing, penalties may include rescission of permission for such organization to operate on campus property or to otherwise operate under the sanction of the institution. All penalties imposed under the authority of this subsection shall be in addition to any penalty imposed for violation of any of the criminal laws of this state or for violation of any other rule of the institution to which the violator may be subject.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title:	Number:	Page:
HAZING	3.30	2 of 2

3. It is not a defense to the charge of hazing that the consent of the victim had been obtained, the conduct or activity was not part of an official organizational event or was not otherwise sanctioned or approved by the organization, or the conduct or activity was not done as a condition of membership.
4. This policy shall be included in the Student Handbook available to each student enrolled in the institution and incorporated into the bylaws of each club or organization operating under the sanction of the College.

COLLEGE OF CENTRAL FLORIDA

16

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Monthly Financial Summary Reports

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

Each month the Board is provided with Monthly Financial Summary Reports for all funds and additional information of general college operations (Fund 1) indicating major fiscal matters, including trends, revenue, and expense analysis. The Monthly Financial Summary Reports are attached.

RECOMMENDATION/ACTION REQUESTED:

That the Board acknowledges the receipt of the Monthly Financial Summary Reports and requests the report be filed with the Board meeting records.

**COLLEGE OF CENTRAL FLORIDA
GENERAL COLLEGE OPERATIONS FUND 1
MONTHLY FINANCIAL SUMMARY AS OF OCTOBER 31
FOR FISCAL YEARS 2019 AND 2020**

Reflecting Actual Results for 33% of the Fiscal Year

	FY2018-19 10/31/2018	FY2019-20 10/31/2019	19/20 % Inc (Dec)	18/19 % Inc (Dec)	FY2019-20 Budget	19/20 % of Budget Recognized	18/19 % of Budget Recognized
REVENUES							
1 Student Fees	8,680,500	9,025,572	4%	-4%	14,405,488	63%	59%
2 State Support	5,942,911	6,920,145	16%	7%	24,226,607	29%	25%
3 Other Revenue	582,326	725,146	25%	20%	2,121,484	34%	43%
4 TOTAL REVENUE	15,205,737	16,670,863	10%	1%	40,753,579	41%	39%
EXPENSES							
Personnel Expense							
5 Salary and Wages	6,970,708	7,288,907	5%	6%	23,423,402	31%	30%
6 Employee Benefits	1,708,848	1,833,186	7%	7%	6,056,902	30%	27%
7 Subtotal Personnel Expense	8,679,556	9,122,093	5%	6%	29,480,304	31%	29%
Current Expenses							
8 Operating	3,149,421	3,215,656	2%	5%	7,503,546	43%	45%
9 Supply & Material	299,536	288,807	-4%	41%	1,098,536	26%	28%
10 Scholarships & Other Exp	323,705	853,505	164%	12%	2,451,193	35%	36%
11 Subtotal Current Expense	3,772,662	4,357,968	16%	8%	11,053,275	39%	42%
12 Capital Outlay Expense	207,351	20,899	-90%	-18%	220,000	9%	23%
13 TOTAL EXPENSES	12,659,569	13,500,960	7%	6%	40,753,579	33%	32%
14 Incr/Decr to Fund Balance	2,546,168	3,169,903	24%	-19%	0		

COLLEGE OF CENTRAL FLORIDA

October 2019 Financial Summary

Variance Notes

FY 2018-19 TO FY 2019-20

Revenues

- Line 1: Decrease in fall-to-fall enrollment offset by tuition and spring-to-spring enrollment increase compared to this period last year.
- Line 2: State Appropriations increased compared to this period last year.
- Line 3: Increase in interest revenue, facilities rental and sales & services for child care compared to this period last year.

Expenses

- Line 5: Increase in salary and wages due to one-time non-recurring payment for all employees compared to this period last year.
- Line 6: Increase in health insurance and both Social Security and FRS contributions due to non-recurring payment for all employees compared to this period last year.
- Line 8: Increase in repair/maintenance technology annual contracts, and increases in property and general liability insurance expenses compared to this period last year.
- Line 9: Decrease in materials and supplies compared to this period last year.
- Line 10: Appleton transfers out and timing of board approved write-offs compared to this period last year.
- Line 12: Decrease in Capital Outlay expenses compared to this period last year.

COLLEGE OF CENTRAL FLORIDA

17

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Appleton Museum of Art Update

INITIATOR: Dr. Jillian Ramsammy, Vice President, Institutional Effectiveness and College Relations

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

An update on the Appleton Museum of Art will be presented.

RECOMMENDATION/ACTION REQUESTED:

For information only; no action required.

COLLEGE OF CENTRAL FLORIDA

18

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: December 4, 2019

SUBJECT: Collegewide Resource Alignment Update

INITIATOR: Dr. James D. Henningsen,
President

DATE: November 26, 2019

OBJECTIVE AND PERTINENT FACTS:

An update on the Collegewide Resource Alignment will be presented.

RECOMMENDATION/ACTION REQUESTED:

For information only; no action required.