



COLLEGE of
CENTRAL
FLORIDA

SOLICITATION / OFFER and AWARD
-an equal opportunity college-

Page 1 of 38 pages

4. Description:

VINTAGE FARM PASTURE LEASE

1. <input type="checkbox"/> BID <input checked="" type="checkbox"/> RFP <input type="checkbox"/> ITN	2. RFP No. 19-6	3. Issue Date June 17, 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 **July 24, 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**

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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:					
	Address:			11C. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)		
	City	State	Zip	Name	Title	
11D. Internet Address:			Signature (Person Authorized to Sign)		Date Signed	

11D. A Notice to Proceed (NTP) will be issued to begin services

11E. PAYMENT TERMS _____ (if other than Net 30)

11F. DELIVERY TERMS N/A (if other than FOB Dest)

12. REPRESENTATIONS AND CERTIFICATIONS

STATE CERTIFIED VENDOR? Yes No Certification Number: _____
Effective Dates: _____ to _____

CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE)? Yes No Florida CMBE Certification No. _____
Effective Dates: _____ to _____

Minority Type (Code) _____ Category: (H) African American (I) Hispanic (J) Asian American (K) Native American (M) American Woman (OSD Minority Categories)

While the College does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non-minority qualified firms.

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.

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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/or 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 five (5) year contract with one five (5) year optional extension.

The commencement date of a contract resulting from this proposal will be on **Tuesday, October 1, 2019**, through **Monday, September 30, 2024** with one five (5) year optional extension beginning **Tuesday, October 1, 2024** ending **Sunday, September 30, 2029**.

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.

5. Number of Proposal Copies

One (1) original and three (3) 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

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of each proposal/offer received can be submitted to each member of the evaluation committee.

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

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. 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 loss or drawing of numbers by an authorized purchasing official or designee.

15. 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 negotiation 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

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authority within CF and fully executed by the parties herein.

16. 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.

17. 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.

18. 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.

19. Accuracy of Proposal Information

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

20. 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.

21. 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).

22. 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.

23. 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.

24. 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

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certifying that it is a Drug Free Workplace shall be given preference in the award process.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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

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Federal Excluded Parties List System can be located at:
<http://epls.gov>

36. 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>.

37. 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.

38. 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.

39. 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.

40. 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.

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

42. 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.

43. 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

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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.

44. 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.

45. 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.

46. 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.

47. 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, 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.

48. 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.

49. 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.

50. Bonding

Proposal performance or payment bonds shall be provided when specified by the terms of the Solicitation,

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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.

51. 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.

52. 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.

53. 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.

54. 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.

55. Rejection of Third Party Assignments

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

56. 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.

57. 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 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.

58. Public Meeting and Records

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

59. 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.

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60. **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.

61. **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.

62. **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.

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

64. **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.

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**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 C. The face of the proposal must be addressed as follows:

RFP 19-6 Vintage Farm Pasture Lease

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 **Wednesday, July 24, 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
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VINTAGE FARM PASTURE LEASE

**SECTION A
INTRODUCTION**

A. Intent and Purpose

It is anticipated that the Vintage Farm Pasture Lease will begin on or about **October 1, 2019**, effective for a period of five (5) years ending **September 30, 2024**, with one five (5) year optional extension.

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 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.

Location: College of Central Florida, **Vintage Farms Campus**
4020 SE Third Avenue
Ocala, Florida 34480-4708

B. 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>.

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**SECTION B
SOLICITATION SCHEDULE**

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

Date	Item, Location and Time
Monday, June 17, 2019 Monday, June 24, 2019 Monday, July 1, 2019	RFP Advertised and Released (distributed)
Wednesday, July 10, 2019 @ 1:30 PM	Evaluation Team briefing – Founders Hall – Conference Room 105
Monday, July 15, 2019 4:00 PM	Last date for questions
Wednesday July 24, 2019 2:00 PM	Proposals Due – Founders Hall – Room 109
Monday July 29, 2019 10:00 AM – 12 Noon	Evaluation team picks up RFP 19-6 proposals and begin evaluations Founders Hall – Room 109
Wednesday, August 14, 2019 @ 2:00 PM	Evaluations due to Director of Purchasing at Founders Hall – Room 109
Thursday, August 22, 2019	Director of Purchasing will tabulate final points
Wednesday, September 4, 2019	Recommendation of Award to Vice President of Administration & Finance
Wednesday, September 25, 2019	Approval by CF Board of Trustees
Tuesday, October 1, 2019	Contract term begins for Vintage Farm pasture lease

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

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**SECTION C
GENERAL INFORMATION**

1. Purpose

- A. The purpose of this RFP is to obtain a pasture lease at Vintage Farms Campus for a maximum of 22 adult docile cows with calves and required pasture maintenance per the scope of work.
- B. Location: College of Central Florida, **Vintage Farm Campus**
4020 SE 3rd Avenue
Ocala, Florida 34480
- 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 lease terms.

2. Selection Committee Meeting

The selection committee is scheduled to meet Wednesday, July 10, 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 written proposals and provide rankings to the Director of Purchasing.

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SECTION D
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 19-6 Vintage Farm Pasture Lease

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

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**SECTION E
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

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**SECTION E
SPECIAL PROVISIONS**

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, 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.
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. 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.
15. Contractor shall notify the campus security representative of any observed irregularities such as, unlocked doors, and lights left on.
16. Contractor shall be responsible for safe-guarding all CF property under contract. At the close of each work period, college facilities shall be secured.

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SPECIAL PROVISIONS**

17. 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.
18. 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.
19. 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.

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20. 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.
21. 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".
22. 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.
23. 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.
24. 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.
25. Upon starting work at CF campus, lessor 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.).

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**SECTION F
SCOPE OF WORK**

1. Property Location:

College of Central Florida – Vintage Farm
4020 SE 3rd Avenue
Ocala Florida 34474

Land & Building Use: See Attached Exhibit A

- Pasture A
- Pasture B
- Pasture C
- Pasture D
- Area E
- Building 3 (With Direction From Farm Manager and /or Director of Facilities)
- Building 4 (With Direction From Farm Manager and /or Director of Facilities)

2. Term:

This lease shall continue in force on the said land and premises for and during the term of 60 months (October 1, 2019 through September 30, 2024) with one (1) optional 5 year extension.

3. Rental:

- a) The tenant will pay to the landlord the monthly cash rental of \$0.00 per animal unit pastured on the land each month during the term of this agreement for the use of the said land during the term of this agreement.
- b) The tenant will pay the landlord the yearly cash rental of \$1,200.00 during the term of this agreement for the use of the said land during the agreement or the tenant will fund (1) \$1,200.00 Agri-Business or Equine Studies Scholarship annually through the College of Central Florida Foundation.

4. The terms "landlord" and "tenant" shall include their heirs, executors, administrators, successors and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

5. The tenant shall use the said land for the pasturing of livestock of which (s)he is the owner or to which (s)he has a right of possession and, except as herein otherwise provided, for no other purpose or purposes whatsoever.

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SCOPE OF WORK**

6. The tenant shall not, without the consent of the landlord in writing, authorize or permit the said land to be used for the pasturing of livestock owned by any other person or for any other purpose by any other person or persons and any consent so given shall expire on the last day of the calendar year during which it is given unless the contrary is expressed therein.
7. a) The tenant shall not cause or permit the said land or any part to be grazed in such a manner or to such extent as to impair the normal reproduction of the vegetation thereon.

b) The landlord may, if (s)he considers that the land is overgrazed, by notice in writing to the tenant, require that the number of livestock be maintained thereon be reduced to such numbers and for such periods as she shall consider fit and proper.
8. The tenant has no rights to sand, gravel, or clay, except for his/her own use, and (s)he has no right whatsoever to valuable stone or other such substances existing on or under the surface of the said land.
9. The tenant will not change the natural course of any waterways on the said land or cut down trees growing upon the land nor will (s)he permit any other person to do so, without written consent of the landlord.
10. If the tenant fulfills the terms and conditions of this agreement (s)he shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord. Other than college operations that may include academic's, student activities, college events, and conference center rentals.
11. The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement to use any land and buildings expressly excluded from this agreement.
12. If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done and the costs shall be paid by the party failing to carry out the said provisions.
13. Taxes: Unless otherwise agreed upon, the payment of all taxes of the land indicated in this lease shall be paid by the landlord.

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**SECTION F
SCOPE OF WORK**

14. Improvements and Seeding: The tenant shall not make major improvements other than what is considered normal repair and maintenance, to the leased land or any other assets identified in this agreement, without written permission of the landlord. Major improvements, which without restricting the generality of the term shall include: water development, erosion control, fencing and building construction, clearing, breaking, and seeding to pasture and hayland.

15. Repair of Buildings, Fences, and Improvements:

Responsibility for normal maintenance and repair to buildings, fences, water supply and improvements shall be as follows:

15.1 Tenant's Responsibility (list items):

- Repairs and or replacement of any damages caused by tenant, tenants animals, or equipment.
- Mowing, trimming, fertilizing, over seeding of all areas in Exhibit A, Pastures A, B, C, D, and Area E
- Mowing and bailing of hay for use on the farm by the tenant and the college.
- Daily site visits to check on the animals and facilities.
- Must be available 24/7 for emergency calls.

15.2 Landlord's Responsibility (list items):

- Facility maintenance other than detailed in Exhibit A, utilities, and equipment.

16. Insurance:

The tenant is free to make his/her own arrangements regarding livestock insurance and in so doing shall absorb the total cost of coverage and receive all the benefits. The tenant shall provide \$1,000,000.00 in general liability insurance naming the District Board of Trustees, College of Central Florida as insured.

17. Subletting:

The tenant shall not sublet, or assign this lease or any part thereof, or any interest therein without obtaining the written consent of the landlord to the sublease or assignment.

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**SECTION F
SCOPE OF WORK**

18. Renewal:

The term of this lease may be extended by mutual agreement between the landlord and tenant for a further period upon the same terms and conditions as contained herein, except as otherwise agreed in writing by the parties executing a renewal statement.

19. Default in Payments:

When the tenant does not make payment of the rental in accordance with the terms and conditions of this lease agreement, the current year's rental and any further payments owing for that year shall become due and payable immediately, and the landlord may again repossess and enjoy the said land as if this agreement had not been executed.

When the rent payable is in arrears, the landlord or a person authorized in writing by the landlord may enter upon the rented land and seize any goods, chattels, and crop whether standing or harvested for the rent or any amount in arrears and may sell the same. The landlord may use any other means under the law of recovering any rent payable under this agreement.

20. Utilities, roads, and right-of-ways:

In the event that a new installation such as road, powerline, pipeline, or railway is erected upon the said land, the landlord and tenant shall renegotiate the terms of this agreement by mutual agreement.

21. Termination:

The landlord and tenant may terminate this lease at any time with a written 90 day notice.

22. Special Conditions:

- Tenant will contract out or self-perform upon request the mowing of pasture areas for the benefit of the hay that is produced.
- Tenant will allow access to animals as requested for academic use for the college's educational programs.
- Tenant will be responsible for all fly spraying, feeding and worming all animals on a regular basis to assure that the cattle on college property are healthy and well maintained.
- Tenant is responsible for the care and best practices for proper animal welfare and husbandry that will be beneficial both to the animals and the property.

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**SECTION F
SCOPE OF WORK**

- Tenant will be responsible for either himself or approved agent to be on the farm a regular basis to ensure herd health, especially during calving.
 - Tenant will be responsible for dragging the pastures for manure maintenance, twice a year for the best pasture growth, and also for the cattle benefit as it breaks the cycle of fly eggs and larvae.
 - Tenant shall follow the Vintage Farm protocol when using the cattle chute silencer equipment, all equipment shall be pressured washed after use.
23. Evaluation Criteria: College reserves the right to select a tenant based on the written responses only and not conduct Phase II oral presentations. If required the College Selection Committee may ask the tenant to make an oral presentation to provide more detail and answer questions regarding the tenants responses to the selection criteria.
- A. (25%) Herd: Explain the current condition of the herd that you propose to provide for this agreement. Please provide the characteristics, breed, age, current health conditions of the entire herd by tag number.
- B. (25%) Lease Management Approach: Explain your methodology for effectively managing the herd. Please provide a management / operations plan that includes animal health care, feed schedule, worming treatments, fly spraying, and tenants best practices for proper animal welfare.
- C. (25%) Staffing: Explain your plan for staffing and providing daily site visits and responses to emergency calls. Provide details on how you plan to staff the farm during calving.
- D. (25%) Pasture Management Approach: Explain your methodology and protocol for pasture management, manure management, and best practices for pasture growth, fertilization, over seeding, mowing and bailing hay.

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**SECTION G
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.

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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).

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**SECTION G
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

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**SECTION G
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.

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SECTION H
EVALUATION OF WRITTEN PROPOSALS

Criteria for Evaluating Written Proposals	Weight	Points
<p>Herd:</p> <p>Explain the current condition of the herd that you propose to provide for this agreement. Please provide the characteristics, breed, age, current health conditions of the entire herd by tag number.</p>	25	
<p>Lease Management Approach:</p> <p>Explain your methodology for effectively managing the herd. Please provide a management/operations plan that includes animal health care, feed schedule, worming treatments, fly spraying, and tenants best practices for proper animal welfare.</p>	25	
<p>Staffing:</p> <p>Explain your plan for staffing and providing daily site visits and responses to emergency calls. Provide details on how you plan to staff the farm and calving.</p>	25	
<p>Pasture Management Approach:</p> <p>Explain your methodology and protocol for pasture management, manure management, and best practices for pasture growth, fertilization, over seeding, mowing and baling hay.</p>	25	

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**SECTION I
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. The College reserves the right to select a proposer based on the written responses only and not conduct oral presentation. The selection committee may ask the proposers to make an oral presentation to provide more detail and answer questions regarding the proposers responses to the selection criteria.
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

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SECTION I
EVALUATION INFORMATION

3. Evaluation Criteria

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

4. Scoring

- a. The evaluation team shall evaluate all responsive written proposals and provide rankings to the Director of Purchasing.

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**SECTION J
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
- Statement of No Proposal – Page 14/Section D (to be completed, if applicable)
- Certification of Insurance - Pages 24 - 27/Section G (to be provided only by awardee)
- Affidavit of Compliance – Page 32/Section J (to be fully completed and submitted)
- Drug-Free Work Place Force Certification – Page 33/Section J (to be fully completed and submitted)
- References – Page 34/Section J (to be fully completed and submitted)
- Public Entity Crimes – Page 35 – 36/Section J (to be completed, signed, notarized and submitted)
- Conflict of Interest Disclosure Form – Page 37/Section J (to be fully completed and submitted)
- Sealed proposal package: one (1) original and three (3) copies tabbed and marked accordingly
- W9 Taxpayer form completed, signed and submitted

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SECTION J
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.

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**SECTION J
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 proposal submittal

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**SECTION J
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

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**SECTION J
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.

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**SECTION J
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

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SECTION J
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
3001 SW COLLEGE RD.
OCALA FLORIDA 34474

Tom Morelock
352-484-2322, 1219
Tom.Morelock@cf.edu



Vintage Farm
4020 SE 3rd Ave.
Ocala, Florida

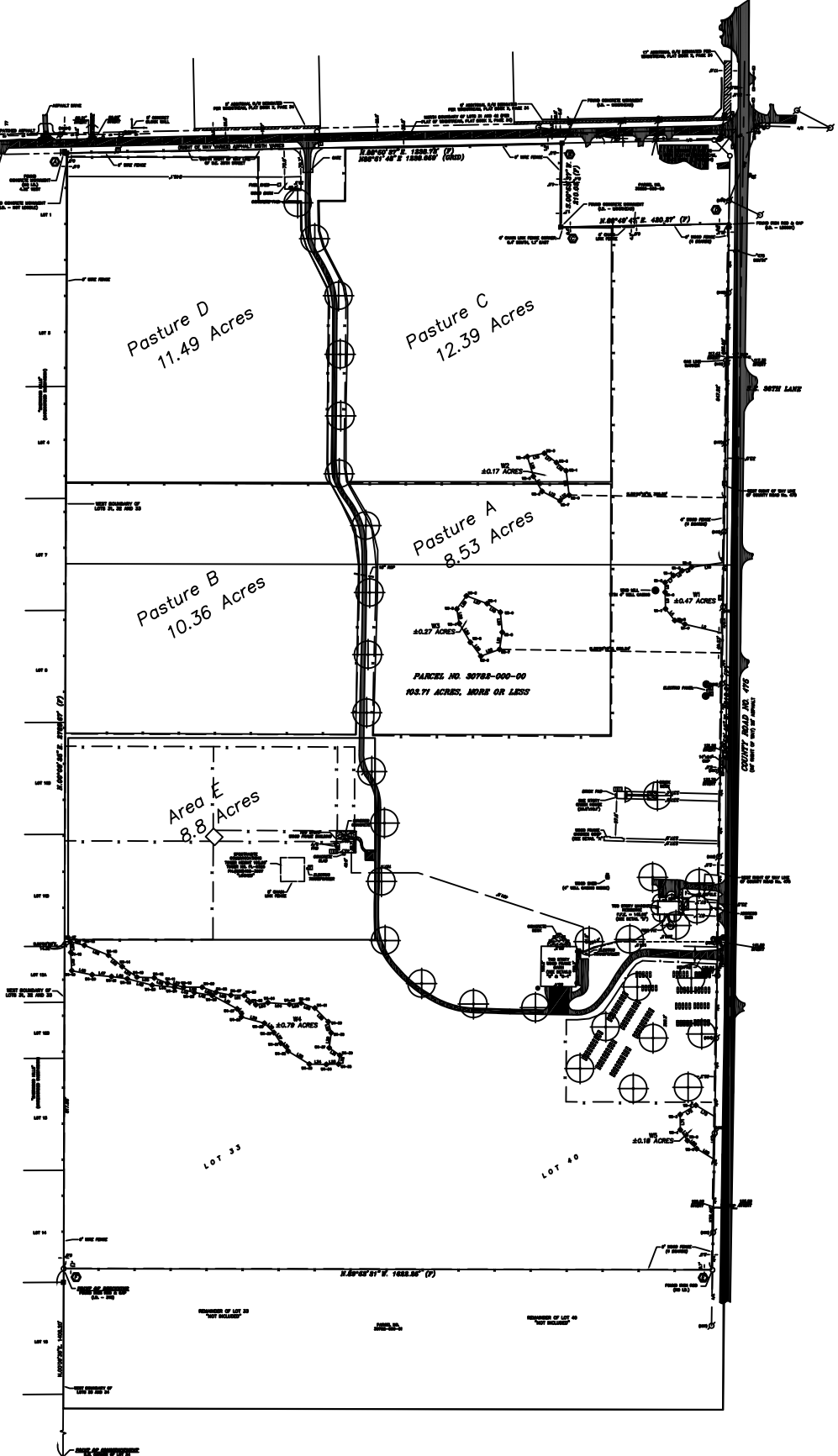
Pasture Lease
Exhibit A

104 Acres Total
Estimated 91.27 Acres in Lease

Date	May 2nd, 2019
Drawn By	TCM
Project	Vintage Farm-100012018
Revised	May 2nd, 2019

VF-A-PL1.0

Exhibit A



Site Plan