

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

SUBLEASE OF STATE-OWNED PROPERTY
INVITATION TO BID

Bidder Acknowledgment Form

SUBLEASE BID NO.: LOP/DF-10/11-14
Agency Mailing Date: September 27, 2010
Page 1 of 16 Pages

SUBMIT BIDS TO:

Division of Administration
Bureau of General Services
Room SB-8, Mayo Building
Tallahassee, Florida 32399-0800
Attn: Christie Hutchinson, Purchasing Director
Telephone: (850) 617-7181

Reason for No Bid (See General Condition #2)

TITLE: SUBLEASE OF FORESTRY SITE

BIDS WILL BE OPENED: October 7, 2010 @ 2:00 P.M.
and may not be withdrawn within 90 days after such date and time.

POSTING OF BID TABULATIONS: Tabulations with recommended award(s) will be posted on or about the date indicated on herein for review by interested parties on the Florida Bid System at <http://myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulations will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

=====
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the Sublease of state-owned property, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the invitation to bid, including but not limited to, certification requirements.

BIDDER NAME: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: () _____

Authorized Signature (Typed)

Authorized Signature (Manual)

Title

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and F.E.I.D. number must also appear on each page of the bid as required.
2. NO BID: If not submitting a bid, respond by returning only this bidder acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to this bid solicitation without giving justifiable reasons for such failure shall be cause for removal of the bidder's name from the bid mailing list without further notice. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. BID OPENING: Bid opening shall be public, on the date, location and the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reasons are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids.
4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid.
5. MISTAKES: Bidders are expected to examine the Sublease conditions, and all instructions pertaining to the bid. Failure to do so will be at the bidder's risk. In case of mistake in extension the unit price will govern.
6. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Office for receipt no later than 10 days prior to the bid opening. No interpretation shall be considered binding unless provided in writing by the Department's Purchasing Director in response to requests in full compliance with this provision. Any person who is adversely affected by the agency's decision or intended decision shall file with the agency a Notice of Protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights or further negotiation, or modifying or amending any contract, the Notice of Protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall state with particularity the facts and law upon which the protest is filed.
7. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches in accordance with Chapter 287, Florida Statutes. All awards made as a result of this bid shall conform to applicable Florida Statutes.
8. AWARDS: As the best interest of the State may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. DEFAULT: Failure to perform according to this bid and/or resulting contract shall be cause for your firm to be found in default.
10. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county, and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
11. ADVERTISING: In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.
12. ASSIGNMENT: Any Contract entered into pursuant to this bid invitation is not assignable by the Sublessor without the Department's written permission.
13. LIABILITY: The Sublessor shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the breach of this contract or the Sublessor's negligence. This requirement does not apply to contracts between governmental agencies.
14. CANCELLATION: The State shall have the right of unilateral cancellation for refusal by the Sublessor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Sublessor in conjunction with the contract.
15. PUBLIC RECORDS: Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes materials which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
16. REAL PROPERTY: If the Subleased Real Property contains improvements, an asbestos survey must have been conducted by July 1994 and a copy of the survey may be obtained by contacting the Department.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND THE SUBLEASE AGREEMENT ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
DIVISION OF FORESTRY**

SUBLEASE OF STATE-OWNED PROPERTY

SPECIAL BID TERMS AND CONDITIONS

PURPOSE

The purpose of this invitation to bid is to obtain the most qualified bidder for a five (5) year Sublease of the property that was once used as Forestry Youth Academy, a 40-acre site with facilities, located within the Goethe State Forest in Levy County, Florida, hereinafter called the "Site" in accordance with the specifications and conditions listed herein.

The Division of Forestry wishes to Sublease this facility to an organization that would be compatible with the overall conservation mission of the agency and for Goethe State Forest. Since the site is located within Goethe State Forest, the Division of Forestry reserves the right to Sublease this facility to an organization that provides or will utilize the site and facilities for conservation, natural resource or community based recreation, educational/training or law enforcement/security activities. To that end, the Department reserves the right to not accept bids from any organization or entity associated with any type of illegal activity, violence, sexual activities, gambling, drugs or alcohol.

GENERAL CONDITIONS OF SUBLEASE

There are a variety of Sublease documents administered by the Department of Environmental Protection, Division of State Lands that include:

- a. Other than state conservation and recreation sublease;
- b. Agency other than state sublease;
- c. Agency general purpose sublease;
- d. Conservation and Recreation Sublease;
- e. Private Nonprofit Sublease and
- f. Private for profit sublease.

The successful bidder will be provided a copy of the applicable Sublease document.

Award of a sublease shall be contingent upon the approval of the use of the site, and the amendment to the Goethe State Forest Management Plan by the Acquisition and Restoration Council.

BACKGROUND

The site is located in Section 34 T15 S Range 17E and Section 3 and 4 T16S R 17 E, in southern Levy County, Florida, on County Road 336, four (4) miles south of the intersection of US Highway 19 and State Road 121. The Youth Academy totals approximately 40-acres in size and includes administration, dormitory, and kitchen/dining hall facilities, see Exhibit I. The complex is completely fenced with an eight (8) foot high chain link fence.

The site includes three (3) building facilities that are approximately ten (10) years old:

- a. Administration Building: This building has nine offices, a receptionist area, conference room, kitchen, medical office and supply area with private shower and restroom, four additional restrooms, as well as several smaller storage closets. The total area of this building is approximately \pm 4,380

square feet. The following equipment is housed at the administration building, and shall be properly serviced, cleaned and maintained:

- 1) Central A/C Unit

DOF shall repair or replace the a/c unit as needed, provided the equipment has been properly serviced and maintained. In the event DOF determines that the equipment has not been properly serviced and maintained, then any repairs or replacement shall be the responsibility of the Sublessee.

- b. *Kitchen/Dining Facility*: This facility is a simple and efficiently designed building. All the cooking and cleaning involved with the preparation of food is located in the west end of the building. A large portion of the building is an open floor plan where the cafeteria style seating occurred. Two restrooms are located on the east end of the building. Total area for this facility is approximately \pm 3,096 square feet. The following equipment is housed in the kitchen/dining facility, and shall be properly serviced, cleaned and maintained:

- 1) Ice Machine –Hoshizaki
- 2) Stove – unknown manufacturer
- 3) Fryer –Garland
- 4) Warming Cabinet – Victory
- 5) 2 Refrigerators – Victory
- 6) Soup Pot –Cleveland
- 7) Stem Craft cabinet – Cleveland
- 8) Warming Oven – Garland
- 9) Freezer – Norlake
- 10) Walk in Freezer – Thermo-Kool
- 11) Mixer – Hobart
- 12) Dishwasher – Hobart
- 13) Central A/C unit
- 14) Generator 60 KW (Federal property # 543574)
- 15) Stove Hood Exhaust/Fire Suppression System-Captive-Aire Systems Inc., Model #4824-R

All of the kitchen equipment is commercial grade, currently operational and in good condition. DOF reserves the right to repair or replace equipment as needed, provided the equipment has been properly serviced, cleaned and maintained. In the event, the repair or replacement becomes cost prohibitive or is not feasible, DOF may or may not repair or replace any of this equipment. In the event DOF determines that the equipment has not been properly serviced, cleaned and maintained, then any repairs or replacement shall be the responsibility of the Sublessee.

- c. *Dormitory*: This building was designed to house students in four distinct wings (halls) with a common area in the center. Each wing has six rooms which were used as sleeping quarters. Two of the six rooms are 7 feet by 12 feet, while the other four rooms are 10 feet x 12 feet. Each wing has its own shower and restroom area. All four wings are designed the same with each wing also having a laundry room with washer and dryer hookups. The common area located in the center of the building was used as a TV viewing/recreation area. Area for the dormitory building is approximately \pm 6,550 square feet. An L-shaped covered porch area is attached to 90 feet of the building. The following equipment is housed at the dormitory and shall be properly serviced, cleaned and maintained:

- 1) Central A/C Unit
- 2) Surveillance Recorder State Property # 00079252
- 3) Fire Alarm System

DOF shall repair or replace the equipment as needed, provided the equipment has been properly serviced and maintained. In the event DOF determines that the equipment has not been properly serviced and maintained, then any repairs or replacement shall be the responsibility of the Sublessee.

Other site features include vast areas of open space and includes areas used for farming and raising livestock. In addition, the site contains a basketball court, softball field, and a football field.

There are numerous public recreation areas and cities within thirty-five (35) miles of the site.

The site includes an on-site water well and a 10,000 gal/day sewage treatment plant. Currently, the Department expends approximately \$12,000 per year for maintenance of the sewage treatment plant through a third-party contractor.

The Sublessee shall be responsible for all the electrical utilities from the Central Florida Electrical Coop in Chiefland, Florida, which includes having the utilities directly billed to the Sublessee. The utility charges currently average approximately \$1,500 per month.

SUBLEASE REQUIREMENTS

1. The Sublessee shall be required to fully maintain the site, facilities and grounds, and, as necessary, repair the facilities.
2. The wastewater system shall be maintained in accordance with the Florida Department of Environmental Protection (FDEP) Wastewater Permitting standards that are on the existing permit the DOF has in place and is renewing currently. Sublessee agrees to contract with a licensed contractor to monitor and maintain the system. All costs associated to renew the permit upon expiration of the current permit (DEP permit # FL016620) shall be responsibility of the Sublessee.
3. The water system (DEP permit # PWS – 6384636) shall be maintained and water samples tested as required by FDEP and other local or state regulators.
4. DOF shall conduct a quarterly inspection of all the Sublease property to ensure Sublessee maintains all buildings and grounds to the current condition or better. DOF shall conduct an initial inspection of the Sublease property with Sublessee when the Sublease is signed and document the current conditions.
5. Sublessee shall immediately fix any safety violations cited by the State Fire Marshal during inspections.
6. The Sublessee shall maintain the roads inside the gated area.
7. The Sublessee shall maintain the 8-ft chain link fence around the property.
8. Sublessee agrees any fixed facilities or major renovations will not be built unless DOF approves in writing.
9. Sublessee agrees to maintain a mowing frequency that shall not allow the grass to exceed 8 inches in height.
10. Sublessee agrees that no trees shall be removed without written permission by DOF.
11. Sublessee agrees that if any locks are changed, the DOF shall be furnished a set for the Center office.
12. Sublessee agrees to not to store any hazardous materials on site, including, but not limited to fuel tanks.

13. Sublessee agrees that the property shall not be mortgaged for any reason.

MINIMUM BID

The minimum acceptable bid is a base rent of \$500.00 per year for the five year term of the Sublease. Any bid received by the Department of Agriculture and Consumer Services (Sublessor or Department) which is less than the minimum acceptable bid price shall immediately be rejected and not considered for evaluation by the Department.

BID GUARANTEE/SECURITY DEPOSIT

Each bid shall be accompanied by a bid guarantee payable to the Sublessor in the amount of \$1,000.00. The form of the bid guarantee shall be a Cashier's Check or Certified Check. The unsuccessful bidders' bid guarantees shall be returned within ten (10) consecutive calendar days after the posting of agency's intent to award bid.

The bid guarantee of \$1,000.00 shall serve as the security deposit. The security deposit shall be refundable at the end of the Sublease period, provided that DOF has determined that all facilities and equipment specified herein have been properly accounted for, cleaned, serviced and maintained.

SITE VISIT: MANDATORY REQUIREMENT

Each bidder shall, before submitting a bid, inspect the site to be Subleased to satisfy themselves regarding all general and local conditions at the Site. It is the bidders' responsibility to consider any and all site conditions or requirements of the property.

Bidders shall place no reliance on any information obtained from employees of agencies during the site visit or other contacts. The Project Manager or on-site contact may escort bidders on the site visit; however, any interpretations will be handled through Addenda issued by the Purchasing Director. Information obtained from the Project Manager or on-site contact is not binding unless in writing. Failure to visit the site and have site visitation sheet (Attachment B) signed by the Local Site Contact will be grounds for disqualification of a bid.

On-site inspections of the property should be scheduled with the Project Manager. It is mandatory that all potential bidders attend an on-site inspection. If you need assistance to locate the premises, sublease contact Mr. Don West, Forestry Center Manager, telephone: (352) 955-6270.

FEE AGREEMENT

The first Sublease payment shall be due upon execution of this Site; with subsequent payments due quarterly thereafter. Annual Sublease payments shall be due to the Florida Department of Agriculture and Consumer Services each quarter and shall be a lump sum payment payable without demand.

CONTRACT PERIOD

The Sublease term will commence upon complete execution of the Sublease and will continue for a period of five (5) consecutive years.

RENEWAL

The Florida Department of Agriculture and Consumer Services, may, at its discretion, offer the Sublessee an option to renew for an additional five years at the end of the initial five year Sublease period. Renewal shall be upon mutual agreement, in writing, by both the Sublessor and Sublessee at the terms and conditions established by the bid. In the event, the Sublessor and Sublessee cannot agree on a renewal Sublease amount, the contract shall terminate at the end of the initial term.

HOW TO SUBMIT A PROPOSAL

Submit one (1) original, and five (5) duplicate copies of the proposal and all attachments when responding to this request for proposal. Proposals shall be delivered to the Department's Purchasing Office (as indicated on Page 1) before the specified proposal opening date in a sealed envelope labeled with the Proposer's name and address and the request for proposal number. The proposal must be complete, bound by three-ring or spiral binder (please do not bind with staples, paper clips, binder clips, rubber bands, file folders or envelopes). Sequentially number all pages and organize as indicated below. All pages of the proposal must be no larger than 8 1/2" by 11" in size. Text shall be typed single-spaced on one side of the sheet only. Emphasis of each proposal must be on completeness and clarity of content. In order to expedite the evaluation process, it is essential that Proposers follow the format and instructions contained herein.

TAB A BIDDER ACKNOWLEDGMENT FORM (Page 1)

This form shall be complete with all information and signature of an official of proposing firm who is legally authorized to contract for the firm. The signed original of this form must be included in Tab A.

TAB B QUALIFICATIONS (10 Points Maximum)

All private and non-profit entities shall be authorized to do business in the State of Florida. These entities shall provide proof of such authorization, such as registration with the Department of State, Division of Corporations, or duly licensed in accordance with applicable Florida Statutes. In addition, all non-profit entities shall also provide proof of registration under s 501(c), of the Federal Tax Code. Any private or non-profit entity not providing all required documentation shall be considered non-responsive.

All public entities, as provided in Section 163.01(3)(b), F.S., shall provide the statutory authority for which the entity was authorized or created. Any public entity not providing such statutory authority shall be considered non-responsive.

TAB C NARRATIVE (50 Points Maximum)

The Division of Forestry intends to give preference to the following types of uses for the facility:

- Conservation
- Natural Resource or Community Based Recreation
- Education/Training
- Law Enforcement/Security

Therefore, all entities shall provide a two-part written narrative which provides the following information:

- (A) All entities shall provide a summary of qualifications that fully documents, demonstrates and represents their organization's ability to manage and operate the facility within the specified financial and operational parameters contained herein **and**

(B) All entities shall provide a summary that fully documents, demonstrates and represents the intended use of the facility by an entity. For example, if an entity intends to use the facility for conservation purposes, how would the entity use the facility to foster or steward conservation efforts?

TAB D BID PRICE SHEET* (50 Points Maximum)

Proposers shall provide a completed Price Sheet, **Attachment A**, and include in Tab D.

**The highest total shall be given the maximum evaluation points allowed for this section and each other Proposer will be given a percentage of the total points based on the percentage difference of their price versus the next highest total proposal price.*

PROPOSAL EVALUATION CRITERIA

An appointed evaluation committee shall develop a prioritized list of all proposals which have determined to be complete and responsive.

The evaluation committee shall evaluate each proposal based upon how well the proposal meets the compatibility with the overall conservation mission of the agency and for Goethe State Forest. Maximum possible points: **125 points**.

Scoring of proposals is based upon the following prioritized and weighted attributes:

Tab B – Qualifications (10 Points Maximum)

Tab C - Narrative (50 Points Maximum)

Tab D – Bid Price* (50 Points Maximum)

Organization – (15 Points Maximum)

-Public or Non-profit Entity Yes (15 Points) / No (0 Points)

**The highest total shall be given the maximum evaluation points allowed for this section and each other Proposer will be given a percentage of the total points based on the percentage difference of their price versus the next highest total proposal price.*

SUB-SUB LEASING

Sublessee shall not sub-Sublease the Site without prior written permission from and in the sole discretion of the Sublessor.

PERMITS AND LICENSES

The successful bidder agrees to obtain all required permits and licenses, and agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the successful bidder. All required permits and licenses must be obtained prior to commencement of any operation by the successful bidder. A copy of each permit or license shall be provided to the Project Manager on or before the date performance under the Sublease begins.

INSPECTION AUDIT AND MAINTENANCE OF REPORTS

The Sublessor, the Chief Financial Officer of the State of Florida, or the Auditor General of the State of Florida, or their duly authorized representatives shall have access, for purposes of examinations, to any books, documents, papers and records of the Sublessee as they may relate to this contract. The Sublessor reserves the right to rescind this Sublease agreement for refusal by the Sublessee to provide access for these purposes.

INSURANCE REQUIREMENTS

The Sublessee shall not commence any work in connection with the project until he has obtained all of the following types of insurance and such insurance has been approved by the Sublessor, nor shall the Sublessee allow any independent/sub-contractor to commence work on his subcontract until all similar insurance required of the independent/sub-contractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida.

CERTIFICATE OF INSURANCE

The Sublessee shall furnish proof of insurance coverage within ten (10) calendar days after Notification of Award and prior to starting the contract.

A Certificate of Insurance shall be furnished by the Sublessee for all insurance required by this contract and shall include the State of Florida, Department of Agriculture and Consumer Services (DACS) as additional insured. This form(s) shall be completed and signed by the authorized Agent and returned to the Purchasing Office, 407 South Calhoun St., Room SB-8, Mayo Building, Tallahassee, Florida 32399-0800. Certificate(s) shall be dated and show:

1. Name of the insured Sublessee, specific job by name, name of the insurer, number of the policy, its effective date, and its termination date.
2. Statement that the insured will mail notice to the Department of Agriculture and Consumer Services, at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE

The Sublessee shall take out and maintain during the life of the contract:

Minimum limits of Liability	\$1,000,000.00 each occurrence
	\$2,000,000.00 aggregate

Including Bodily Injury, Property Damage and products and completed operations.

CONTRACTOR'S AUTOMOBILE LIABILITY INSURANCE

The Sublessee shall take out and maintain during the life of this agreement Automobile Liability insurance for all claims which may arise from all operations performed under this agreement:

Minimum Limits of Liability	\$300,000.00 any auto
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WORKER'S COMPENSATION INSURANCE

The Sublessee shall obtain and maintain during the life of this agreement Workers Compensation Insurance in accordance with Chapter 440, Florida Statutes, for all employees connected with the work of this project and in case any work is sublet, the Sublessee shall require the sub-contractor similarly to provide Workers Compensation

Insurance for all of the latter's employees unless such employees are covered by the protection of the Sublessee. Such insurance shall comply fully with the Florida Workers Compensation Law.

HOLD HARMLESS AND INDEMNITY

The Sublessee shall hold harmless and indemnify, the State of Florida, DACS and DACS employees from and against any and all claims, damages, losses and expenses of any nature whatsoever, including but not limited to attorneys' fees, arising out of or resulting from Sublessee's use or occupancy during the term of the Sublease. This indemnity shall survive the expiration or early termination of the Sublease.

INSURANCE, LOSS DEDUCTIBLE CLAUSE

The State of Florida shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Sublessee providing such insurance.

INSURANCE, INDEPENDENT/SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY

The Sublessee shall require each of his independent contractors or sub-Sublessees to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his independents/Sublessees in his policy, as specified above, including a separate Owners, Sublessees Protective Liability Policy.

INDEPENDENT CAPACITY OF CONTRACTOR

The Contractor, its officers, agents and employees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 Subleases of real property to a public entity, may not be awarded or perform work as a Sublessee, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

EMPLOYMENT OF UNAUTHORIZED ALIENS

Pursuant to Executive Order 96-236, effective October 1, 1996, the following standard provision shall apply to any contract awarded as a result of this Invitation to Bid:

The employment of unauthorized aliens by any Contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 Subleases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact any business with any public entity.

DISQUALIFICATION OF BIDDERS

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Any or all bids will be rejected if there is reason to believe that collusion exists among the bidders and no participants in such collusion will be considered in future bids for the same work. Falsifications of any entry made on the bidder's offer will be deemed a material irregularity and will be grounds for rejection.

REJECTION OF BIDS

The Department reserves the right to reject any and all bids when such rejection is in the interest of the State of Florida, and to reject the bid of a bidder who the Department determines is not in a position to perform the Contract.

LATE BIDS

Bids received by the Department after the bid opening time and date will be rejected as untimely and will not be opened. A late bid notice will be sent to the bidder upon the posting of Award Notice with instructions for its return. Unclaimed late bids will be destroyed after 45 days. Offers from vendors listed on the Department's posted Award Notice are the only offers received timely in accordance with the Department's bid opening time and date.

INTERPRETATIONS/DISPUTES

Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Office for receipt no later than 10 days prior to the bid opening. No interpretation shall be considered binding unless provided in writing by the Department's Purchasing Director in response to requests in full compliance with this provision. Any person who is adversely affected by the agency's decision or intended decision shall file with the agency a Notice of Protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights or further negotiation, or modifying or amending any contract, the Notice of Protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall state with particularity the facts and law upon which the protest is filed.

POSTING OF BID TABULATIONS

Tabulations with recommended award(s) will be posted on or about the date indicated on herein for review by interested parties on the Florida Bid System at <http://myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements, tabulation will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

QUESTIONS

Questions regarding bidding procedures may be directed to:

Christie Hutchinson, Purchasing Director
Florida Department of Agriculture - Purchasing Office
407 South Calhoun Street, SB-8 Mayo Building
Tallahassee, Florida 32399-0800
Telephone: (850) 617-7181
Email: hutchic@doacs.state.fl.us

No negotiations, decisions, or actions shall be initiated or executed by the bidder as a result of any discussions with any purchaser or departmental employee. Only those communications which are in writing from the Department's Purchasing Office may be considered as a duly authorized expression on behalf of the purchaser. Also, only communications from the bidders which are signed and in writing will be recognized by the purchaser as duly authorized expressions on behalf of the bidder.

Any questions, correspondence or contact with the Department initiated by the bidder after the bid opening date and prior to posting of intended award must be directed to the Purchasing Office, attention Purchasing Director. Department personnel will not discuss bids or proposed contract activities with bidders during the bid evaluation period. The Department will not accept any revisions or additions to any bid after the bid opening date.

ATTACHMENT A

BID PRICE SHEET

<u>DESCRIPTION</u>	<u>PRICE PER YEAR</u>	<u>TOTAL</u>
Five (5) year Sublease of the Division of Forestry Site as specified herein.	\$ _____	X 5 YEARS = \$ _____

CERTIFICATION

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for Sublease of this property and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this bid document, associated attachments and certify that I am authorized to sign this Bid Form for the SUBLESSEE. I further certify that I have read and understand all the bid terms and conditions which pertain to the Sublease of the specified property.

BIDDER NAME

AUTHORIZED SIGNATURE-MANUAL

BIDDER MAILING ADDRESS

AUTHORIZED SIGNATURE-TYPED

CITY / STATE / ZIP CODE

TITLE

AREA CODE / TELEPHONE NUMBER

CORPORATION CHARTER NUMBER

ATTACHMENT B

CERTIFICATION OF SITE VISITATION

FOR: BID NUMBER: LOP/DF-10/11-14
TITLE: Division of Forestry Old Forestry Youth Academy
LOCATION: Goethe State Forest
14251 S.E. Glass Road
Inglis, Florida 34449
Contact: Don West (352) 955-6270
OPENING DATE: OCTOBER 7, 2010 @ 2:00 PM

This certifies that _____
(NAME)

representing _____
(COMPANY NAME)

has visited property site on _____
(DATE)

In order for a bid to be considered, this **CERTIFICATION** must be completed and included in your bid package.

Department of Agriculture and Consumer Services

Department Representative: _____
(SIGNATURE)

(TITLE)